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VICTOR CONTE

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

SHANE D. MOSLEY, SR.,

Plaintiff,

vs.

VICTOR CONTE,

Defendant.

Case No. C 08-01777 JSW

**DECLARATION OF IVO LABAR IN  
SUPPORT OF MOTION FOR  
SANCTIONS AND ATTORNEYS' FEES  
(C.C.P. § 425.16(c))**

Hearing Date: December 24, 2008  
Time: 9:00 a.m.  
Courtroom: 2

HON. JEFFREY S. WHITE

1 I, Ivo Labar, hereby declare:

2 1. I am an attorney licensed to practice before all courts in the State of California,  
3 and am a partner of the law firm of Kerr & Wagstaffe LLP, attorneys of record for Defendant  
4 Victor Conte ("Conte") in this action. I have personal knowledge of the facts stated herein, and,  
5 if called as a witness, could and would competently testify to them under oath.

6 2. Attached hereto as **Exhibit A** is a true and correct copy of the complaint filed  
7 December 15, 2004 in the matter of *Marion Jones v. Victor Conte*, case No. 3:04-cv-05312-SI.

8 3. Attached hereto as **Exhibit B** is a true and correct copy of an Associated Press  
9 article published October 5, 2007 entitled "Jones pleads guilty, admits lying about steroids."

10 4. Attached hereto as **Exhibit C** is a true and correct copy of a San Francisco  
11 Chronicle article published November 2006 entitled "Track coach Trevor Graham indicted."

12 5. In order to ascertain the truth about Plaintiff Shane Mosley's claimed citizenship,  
13 I took Mosley's deposition on July 9, 2008 in Los Angeles, California and also undertook other  
14 informal discovery efforts to acquire information about the same. Attached hereto as **Exhibit D**  
15 is a true and correct copy of the deposition transcript of Plaintiff Shane D. Mosley, taken July 9,  
16 2008.

17 6. Shortly after Mosley's deposition, I presented Plaintiff's counsel with a draft  
18 motion to dismiss for lack of subject matter jurisdiction. After Defendant evidenced his intent to  
19 file the motion to dismiss for lack of subject matter jurisdiction, Plaintiff voluntarily dismissed  
20 his complaint with the SLAPP motion pending. On the same day that Plaintiff dismissed his  
21 complaint, he re-filed his case in New York, a state that does not have a comparable anti-SLAPP  
22 statute.

23 7. Attached hereto as **Exhibit E** is a true and correct copy of exhibit 4 (Declaration  
24 of Shane D. Mosley, Sr.) from the deposition of Plaintiff Shane D. Mosley, taken July 9, 2008, at  
25 which I deposed Mr. Mosley.

26 8. Attached hereto as **Exhibit F** is a true and correct copy of the complaint in the  
27 matter *Mosley v. Cedric Kushner Promotions, Ltd.*, Los Angeles Superior Court Case No.  
28 BC290412, filed February 14, 2003.



EXHIBIT A

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Attorneys For Plaintiff  
 MARION JONES

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

MARION JONES,

Plaintiff,

v.

VICTOR CONTE,

Defendant.

Case No. **04-5312**

COMPLAINT FOR DEFAMATION  
 AND TORTIOUS INTERFERENCE  
 WITH BUSINESS RELATIONS

DEMAND FOR JURY TRIAL

Plaintiff Marion Jones ("Jones" or "Plaintiff") in support of her Complaint and Demand for Jury Trial against Defendant Victor Conte ("Conte" or "Defendant") alleges:

SUMMARY OF CLAIMS

1. Marion Jones is an Olympic gold medalist, a world champion track and field star, and one of the best known sports figures of all time. Victor Conte is under federal indictment, and stands accused of drug trafficking, tax evasion and money laundering. Conte has falsely and maliciously accused Jones of taking banned performance enhancing drugs and of being a "drug cheat" during an approximately one-year period beginning six weeks before the 2000 Olympic

COMPLAINT - Page 1

1 Games. Conte's statements, made during an interview on ABC News's 20/20, in an article  
2 published in ESPN The Magazine and on ESPN.com, are absolutely false.

3 2. Jones has never taken banned performance enhancing drugs. Indeed, in the last  
4 five years, including during the time period Conte falsely alleges that Jones used banned drugs,  
5 Jones was one of the most drug-tested athletes in all of sports. Jones took and passed over 160  
6 separate drug tests, including five different drug tests at the 2000 Olympic Games. In public  
7 statements, Jones' doctor, coaches, co-athletes and others have steadfastly confirmed that Jones  
8 never used banned performance enhancing substances. Attorneys for Trevor Graham  
9 ("Graham"), Jones' coach during the time Conte alleges Jones used drugs, have publicly stated  
10 that Graham never gave performance enhancing substances to any of his athletes, including  
11 Jones. Jones has passed a lie detector test, administered by a well-known and respected  
12 polygrapher who spent his career working with the FBI. Jones has never exhibited the tell-tale  
13 physiological signs of drug use, such as weight gain, bulkiness, voice change, and excessive  
14 acne. Moreover, the monthly calendars that Conte alleges documented Jones' drug regimen  
15 reference men's race times that are not Jones'. Also, interestingly, Jones' actual 100-meter race  
16 times slowed during the time Conte falsely alleges she was taking performance enhancing drugs  
17 to supposedly make her run faster.

18 3. Meanwhile, Conte's credibility and motives have long been questioned. Conte's  
19 public statements regarding Jones and others are rife with inconsistencies and contradictions.  
20 For example, in early 2004, Conte's attorneys issued a public statement emphasizing that Conte  
21 never provided drugs to Jones. His sudden "about-face" on the issue, just four months before his  
22 criminal trial is anticipated, appears motivated by a desire to curry favor with prosecutors, garner  
23 sensationalized media attention, bolster Conte's own financial and other self-interests, and harm  
24 an individual against whom Conte has a long-standing grudge. In Conte's own words, this was  
25 and continues to be a "turf war," and Conte is trying desperately to win.

1           4. Conte's vendetta against Jones has its roots in Conte's repeatedly unsuccessful  
2 efforts to develop a professional relationship with Jones. Conte wanted Jones to enter into an  
3 agreement to endorse his legal dietary supplement known as "ZMA." After repeated urgings  
4 from her then-husband CJ Hunter ("Hunter"), Jones reluctantly agreed to meet with Conte for a  
5 one-time promotion of ZMA at a Flex Magazine photo shoot. Subsequently, Jones rebuffed  
6 Conte's repeated efforts to expand his involvement with Jones. Conte grew increasingly  
7 impatient. Through Conte's ubiquitous presence at track and field events and his relationship  
8 with Hunter, Conte continued his relentless quest to get to Jones. Conte would repeatedly call  
9 their home, roam through athlete hotel lobbies at track meets hoping to see Jones, and scour the  
10 elite athletes' warm-up area at competitions in hopes of making contact with Jones. Conte's  
11 efforts were unsuccessful.

12           5. After Jones separated from Hunter in early 2001, Conte unsuccessfully attempted  
13 to get to Jones through her coach, Graham. Again snubbed, Conte's frustrations grew. Conte's  
14 animosity toward Jones continued to grow after Jones became associated with world class  
15 sprinter Tim Montgomery ("Montgomery"). Conte's animus with Montgomery is no secret.  
16 Unbeknownst to Jones, Conte's self-professed "turf-war" with Jones reached a pinnacle when in  
17 2003, according to Conte, Jones' then-former coach Graham sent in a syringe containing a  
18 banned substance to the U.S. Anti-Doping Agency. The ensuing investigation led to Conte's  
19 criminal indictment.

20           6. Conte's self-admitted "competitive" drive and desire to "make history" apparently  
21 still motivates Conte. Driven by his long-standing vendetta with Jones, Conte seems willing to  
22 do and say whatever it takes to destroy her career and her reputation. Meanwhile, Conte seeks to  
23 take full credit for all of her past successes, falsely asserting that Jones' five Olympic medals in  
24 2000 were the product of his illegal drug regimen instead of Jones' true talent. Conte's  
25 statements are false and malicious.

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**THE PARTIES**

7. Plaintiff Marion Jones is a citizen of the State of North Carolina and resides in the City of Chapel Hill.

8. Defendant Victor Conte is a citizen of the State of California and resides at 345 California Drive, Burlingame, CA 94010.

**JURISDICTION**

9. This court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000, exclusive of interests and costs, and is between citizens of different states.

10. This court has personal jurisdiction over Conte because he resides in this state and because Jones' claims against him are based on statements made, in whole or in part, in the State of California.

**VENUE**

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) because a substantial part, if not all, of the events giving rise to Jones' claims occurred in this district. Conte resides in this district and made the statements complained of herein in this district. Conte's criminal indictment is also pending in this district.

**INTRADISTRICT ASSIGNMENT**

12. Venue is proper in the San Francisco division of this district because a substantial part, if not all, of the events giving rise to Jones' claims occurred in San Mateo County.

**FACTUAL BACKGROUND**

13. Marion Jones is one of the most celebrated and recognizable female sports figures of all time. Jones is an Olympic gold medalist and world champion track and field star. She remains the only woman ever to win five medals in track and field in one Olympic Games.

1 Jones' accomplishments have landed her on the cover of Time, Sports Illustrated, and Vogue and  
2 have made her a well-known figure worldwide.

3 14. As with many public figures, Jones' notoriety has also made her a target. Like  
4 many athletes at the top of their field, Jones lives under the constant scrutiny of those who wish  
5 to take credit for her successes, question her accomplishments, and topple her from the heights  
6 she has achieved. One such individual is Victor Conte. On December 3, 2004, Conte  
7 participated in a grossly sensationalized interview that aired on ABC News' 20/20 (the  
8 "Interview"). In the Interview, Conte made numerous false and defamatory statements about  
9 Jones, suggesting that she had used banned performance enhancing drugs and had cheated her  
10 way to Olympic glory.

11 15. Conte's false accusations did not stop there. On December 3, 2004, Conte also  
12 co-authored an article that appeared in the December 20, 2004 edition of ESPN The Magazine  
13 and was posted on the internet at ESPN.com (the "Article"). In the Article, Conte repeated many  
14 of the same false accusations about Jones and made other false statements.

15 16. In the mid-1980s, Conte founded BALCO (the "Bay Area Laboratory Co-  
16 Operative"), a drug laboratory and distributor in San Francisco. BALCO and its subsidiary  
17 SNAC Systems manufacture and supply legal dietary and nutritional supplements to the general  
18 public and to many of the world's premier athletes. To promote BALCO's products, Conte  
19 became a constant fixture on the track and field circuit and at other sporting events. Conte  
20 regularly could be found in and around track and field meets promoting his supplements,  
21 handing out hats and T-shirts, and seeking athlete endorsements. Conte was constantly trying to  
22 get closer to world-class athletes to publicize his products.

23 17. In late 1999, Conte began supplying Hunter – a world-champion shot-putter –  
24 with BALCO supplements. At the time, Conte hoped to gain access to Jones and obtain her  
25 endorsement of a BALCO product known as "ZMA"—a legal Zinc-Magnesium supplement.  
26 Conte tried for years – without success – to develop a professional relationship with Jones.

1 Jones, however, rebuffed Conte. Jones agreed, after repeated urgings from Hunter, to actually  
2 meet with Conte for a one-time promotion of ZMA at a Flex Magazine photo shoot set up by  
3 Hunter.

4 18. At the 2000 Olympic Games, after Hunter was accused of failing a drug test,  
5 Conte came to Hunter's defense. Conte unequivocally stated that he had never supplied Hunter  
6 with any performance enhancing drug. By early 2001, Hunter and Jones had separated and were  
7 in the midst of divorcing. Conte, however, continued his unsuccessful efforts to get closer to  
8 Jones. Jones continued to snub Conte. Conte's resentment and sense of rejection apparently  
9 grew with each rejection. By mid-2002, Jones was dating Olympic athlete Tim Montgomery,  
10 with whom Conte had certain business disputes, and for whom Conte harbors great animosity.  
11 Jones' relationship with Montgomery added fuel to the fire, and her continued rejection of Conte  
12 led to a vendetta and grudge that apparently still motivate Conte.

13 19. In September 2003, BACLO's offices were raided by federal law enforcement, in  
14 a search for evidence of illegal drug distribution. Conte makes no secret of the fact that he  
15 blames Jones' ex-coach Trevor Graham for providing the U.S. Anti-Doping Agency with a  
16 syringe containing a banned performance enhancing substance manufactured by BALCO and  
17 referred to as "The Clear." As a result of the ensuing investigation, Conte now faces a federal  
18 indictment alleging 35 counts against him for distribution of illegal performance enhancing  
19 drugs, tax evasion and money laundering activities.

20 20. Despite his pending federal indictment, Conte was more than willing not only to  
21 admit his own crimes on national television and on the internet, but to "finger" others allegedly  
22 involved in the drug scandal. Conte's specific allegations in both the Interview and the Article  
23 focused primarily on Jones.

24 21. In the Interview, Conte accused Jones of taking performance enhancing drugs,  
25 claiming he had "devised a program" for Jones to take certain drugs. These allegations were  
26 false. Specifically, Conte falsely stated:

- a. Jones was taking four different performance enhancing drugs, known as The Clear, EPO, growth hormone and insulin;
- b. Jones gave herself an injection of growth hormone while Conte was "sitting right next to her";
- c. Jones wanted to do "whatever it took" to win Olympic medals, including taking banned performance enhancing drugs;
- d. Conte "devised a program" for Jones on a calendar, detailing when to take each of the four performance enhancing drugs;
- e. Jones was a "drug cheat";
- f. Conte instructed Jones on how to use the needle to inject herself with growth hormone;
- g. Jones injected herself in the quadriceps;
- h. Conte supplied performance enhancing drugs to Jones for over a year; and
- i. Jones "lied" to a federal grand jury when she testified she didn't use performance enhancing drugs.

22. Each of these statements by Conte was utterly false and defamatory. Conte made these statements with actual knowledge of their falsity.

23. Likewise, in the Article, Conte falsely stated the following:

- a. "On April 21, 2001, I was sitting in an Embassy Suites hotel room in Covina, Calif., about a foot away from Marion Jones";
- b. Conte had "arranged for [Jones] to receive various performance enhancers, including 'The Clear,' a steroid that later became famous as THG";
- c. Jones was "on" THG at the 2000 Games in Sydney, when she won three gold medals and two bronzes;
- d. Jones went to Conte's hotel room;
- e. Conte taught Jones how to use the NovoPen injector;

1 f. Jones "pulled the spandex of her bicycle shorts above her right thigh. She  
2 dialed up a does of four-and-a-half units of growth hormone and injected it  
3 into her quadriceps";

4 g. Conte provided Jones with "insulin, growth hormone, EPO, and 'The  
5 Clear'";

6 h. Conte "had to reprimand" Jones for leaving cartridge injectors in a hotel  
7 room in Edmonton in May 2001, and in Eugene, Oregon a few days later;

8 i. Jones told Conte "she'd put [the injector] in a sneaker and lean the sneaker  
9 against the refrigerator so she wouldn't forget it"; and

10 j. Conte ended his "relationship" with Jones because he couldn't afford to  
11 risk her leaving an injector in a hotel room.

12 24. Each of these statements by Conte was utterly false and defamatory. Conte made  
13 these statements with actual knowledge of their falsity.

14 25. During the Interview and in the Article, Conte falsely gave the impression that he  
15 was intimately involved in Jones' training schedule. Conte stated that he had developed a  
16 calendar for Jones, which specified the drug regimen she should follow. Despite falsely accusing  
17 Jones of being a "drug cheat," Conte claimed his "program" was responsible for Jones' medal-  
18 winning performances during the 2000 Olympic games in Sydney. In truth, Conte was never  
19 involved in any aspect of Jones' training, never provided any banned performance enhancing  
20 substances to Jones, and was never asked by Jones to develop any calendars or programs for her.  
21 Until the federal investigation into BALCO began, Jones had never seen the calendars that Conte  
22 falsely alleges he developed for her. Indeed, the calendars that Conte alleges to reflect Jones'  
23 training regimen contain men's race times that are clearly not Jones'. In no place does Jones'  
24 name appear on the calendars.

25 26. Conte admits in the Article that he was motivated by a desire to "make history."  
26 Conte wanted "one of his athletes" to win Olympic gold or become the world's fastest human.

1 Conte's statements in the Article and the Interview, intentionally give the false impression that  
2 Conte is responsible for Jones' record-setting successes, including her five medals at the 2000  
3 Olympic Games. Conte falsely asserts that Jones was "one of his athletes" and that her successes  
4 are his own.

5 27. To lend credibility to his otherwise false statements and to insure it was  
6 sensationalized in the media, Conte fabricated the story that he witnessed Jones injecting herself  
7 in front of him. Conte's fabricated "eye-witness" testimony formed the basis for a highly  
8 sensationalized story that has received significant press attention. Conte's false accusations  
9 regarding Jones were made during television's ratings "sweeps" week and were calculated to  
10 maximize Conte's own pecuniary and personal self-interests. Conte has clearly used the media  
11 attention to shamelessly promote his supplement ZMA, wearing ZMA hats and T-shirts during  
12 photo shoots for ESPN's story and during portions of the 20/20 Interview.

13 28. Conte has never made it a secret that he holds a long-standing grudge against  
14 Jones. Jones repeatedly rebuffed Conte's efforts to get Jones to further endorse ZMA and to  
15 otherwise associate with Conte. Conte admits in the Article that he was working with Jones'  
16 "rivals" and that a "turf war" ensued. Conte's personal ill-will toward Jones has apparently, in  
17 part, motivated Conte to make these outrageously false accusations against her.

18 29. Conte made these false and defamatory statements knowing that the statements  
19 could cause Jones significant financial and emotional damage. Indeed, in the world of  
20 professional sports, there is perhaps nothing more damaging than the accusation that an athlete  
21 has used banned performance enhancing drugs.

22 30. The false and defamatory statements made regarding Jones have resulted in the  
23 loss of significant financial benefits from lucrative competitions, promotional appearances, and  
24 sponsorship contract opportunities, which losses are likely to exceed \$25 million. More  
25 importantly to Jones, Conte's false statements have now resulted in an International Olympic  
26 Committee ("IOC") investigation that could impact Jones' ability to participate in future

1 competitions and, potentially, have negative consequences on her past achievements. For an  
2 athlete competing on an international level – and for Jones, in particular – there is no worse  
3 consequence.

4 31. These consequences are the direct product of the false and misleading statements  
5 of Conte – an individual who has a long record of inconsistent statements on a range of issues; an  
6 individual with a vendetta against Jones. In contrast, Jones is one of America's most decorated  
7 female athletes, who has passed every drug test ever given to her, who has taken and passed a lie  
8 detector test, and whose denials of Conte's allegations has been backed up by her doctor,  
9 coaches and others. Simply put, Conte's statements are false and defamatory.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION: DEFAMATION**

12 32. Jones realleges the allegations in all of the preceding paragraphs, and incorporates  
13 those paragraphs herein by reference.

14 33. On Friday, December 3, 2004, ABC broadcast various statements made by Conte  
15 in a segment entitled "Catch Me If You Can" on its weekly television program 20/20 and ESPN  
16 posted an article co-authored by Conte on its website. In addition, ESPN The Magazine  
17 published Conte's article in its weekly print magazine. Conte made certain statements (the  
18 "Statements") about Jones in the Interview and Article. The Statements were broadcast by ABC,  
19 printed in the December 20, 2004 edition of ESPN The Magazine, and posted by ESPN.com  
20 throughout the United States and the world.

21 34. The Statements were of and concerning Plaintiff Marion Jones.

22 35. The Statements included, but were not limited to:

- 23 a. Jones was taking four different performance enhancing drugs, known as The  
24 Clear, EPO, growth hormone and insulin;  
25 b. Jones gave herself an injection of growth hormone while Conte was "sitting  
26 right next to her";

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- c. Jones wanted to do "whatever it took" to win Olympic medals, including taking illegal performance enhancing drugs;
- d. Conte "devised a program" for Jones on a calendar, detailing when to take each of the four performance enhancing drugs;
- e. Jones was a "drug cheat";
- f. Conte instructed Jones on how to use the needle to inject herself with growth hormone;
- g. Jones injected herself in the quadriceps;
- h. Conte supplied performance enhancing drugs to Jones for over a year;
- i. Jones "lied" to a federal grand jury when she testified she didn't use performance enhancing drugs;
- j. "On April 21, 2001, I was sitting in an Embassy Suites hotel room in Covina, Calif., about a foot away from Marion Jones";
- k. Conte had "arranged for [Jones] to receive various performance enhancers, including 'The Clear,' a steroid that later became famous as THG";
- l. Jones was "on" THG at the 2000 Games in Sydney, when she won three gold medals and two bronzes;
- m. Jones went to Conte's hotel room;
- n. Conte taught Jones how to use the NovoPen injector;
- o. Jones "pulled the spandex of her bicycle shorts above her right thigh. She dialed up a does of four-and-a-half units of growth hormone and injected it into her quadriceps";
- p. Conte provided Jones with "insulin, growth hormone, EPO, and 'The Clear'";
- q. Conte "had to reprimand" Jones for leaving cartridge injectors in a hotel room in Edmonton in May 2001, and in Eugene, Oregon a few days later;

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1 r. Jones told Conte "she'd put [the injector] in a sneaker and lean the sneaker  
2 against the refrigerator so she wouldn't forget it"; and

3 s. Conte ended his "relationship" with Jones because he couldn't afford to risk  
4 her leaving an injector in a hotel room.

5 36. The Statements were false and defamatory.

6 37. At the time, Conte made the defamatory Statements detailed above, he knew that  
7 they were false or failed to take the proper steps to ascertain their accuracy.

8 38. In making the Statements, Conte acted knowingly and/or recklessly with respect  
9 to the Statements' false and defamatory nature.

10 39. By reason of Conte's Statements, Jones was greatly injured in her character and  
11 reputation; her existing sponsorship contracts were put at risk; she suffered the loss of potential  
12 business and competitive sports endorsements and sponsorship opportunities, and she has  
13 endured great pain and mental anguish, to her damage in an amount in excess of the minimum  
14 jurisdictional limits of this Court and likely in excess of \$25 million.

15 40. Conte defamed Jones with malice, with intent to injure Jones in her character and  
16 reputation as one of the greatest female athletes of all time, thereby justifying an award of  
17 punitive damages against Conte in an amount appropriate to punish Conte for his wrongful  
18 conduct and to deter others from engaging in such conduct.

19 **SECOND CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH EXISTING AND**  
20 **PROSPECTIVE BUSINESS RELATIONS**

21 41. Jones realleges the allegations in all of the preceding paragraphs, and incorporates  
22 those paragraphs herein by reference.

23 42. Jones has valid sponsorship/endorsement contracts, through which she is a paid  
24 endorser of products in various print and television advertisements.

25 43. Jones also competes as an elite athlete in domestic and international competitions  
26 as a member of USA Track and Field ("USATF"), a national governing body of the United  
27

1 States Olympic Committee ("USOC"). Through this membership, Jones is afforded the  
2 opportunity to represent the United States in various competitions, including the World  
3 Championships and the Olympic Games.

4 44. Prior to the world-wide dissemination of Conte's statements, Jones had a very  
5 strong likelihood of entering into relationships with additional sponsors and finding other  
6 endorsement and competition opportunities, as well as having the option to renew her existing  
7 relationships with sponsors and track and field organizations in the future.

8 45. Defendant Conte intentionally interfered with Jones' existing and prospective  
9 relations in committing the independent tort of defamation, by making slanderous and libelous  
10 Statements depicting Jones as a drug user, liar and cheat.

11 46. At the time Defendant made the Statements, he knew the potential impact such  
12 Statements would have on Jones' reputation and eligibility as an elite athlete, as well as her  
13 ability to maintain and create professional relationships.

14 47. Conte's tortious conduct has put at risk Jones' existing contractual relationships.  
15 Conte's tortious conduct has now resulted in an International Olympic Committee ("IOC")  
16 investigation that could impact Jones' ability to participate in future competitions and,  
17 potentially, have negative consequences on her past achievements.

18 48. Conte's tortious conduct has affected future opportunities for Jones, as  
19 Defendants' defamatory Statements have so tarnished Jones' character and reputation as to make  
20 it improbable that sponsors and other business prospects would enter into relationships with an  
21 accused drug user, liar and cheat.

22 49. As a result of Conte's tortious interference with existing and prospective business  
23 relations, Jones has suffered actual damages in excess of the jurisdictional limits of this Court,  
24 and likely in excess of \$25 million, including potential loss of benefits from existing and new  
25 sponsors, the potential loss of eligibility to compete, and the potential loss of her five Olympic  
26 medals.

**PRAYER FOR RELIEF**


**WHEREFORE**, Plaintiff Marion Jones requests that this Court grant her judgment against the Defendant and award to Jones:

- a. all applicable and appropriate actual, consequential, statutory and exemplary damages permitted by law;
- b. her attorneys' fees and costs as allowed by law, including any appellate costs allowed;
- c. pre-judgment and post-judgment interest at the maximum rate(s) permitted by law; and
- d. all other relief, at law or in equity, to which Jones is justly entitled.

Dated: December 15, 2004

Respectfully submitted,

**HUGHES & LUCE, L.L.P.**

  
\_\_\_\_\_  
Craig W. Budner  
Beth W. Bivans  
Ashley C. Vaught

**DUANE MORRIS LLP**

Joseph M. Burton  
Gregory G. Iskander

**ATTORNEYS FOR PLAINTIFF  
MARION JONES**


**DEMAND FOR JURY TRIAL**

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Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and United States District  
Court for the Northern District of California Local Rule 3-6, Plaintiff Marion Jones hereby  
demands a jury trial of all triable issues.

Dated: December 15, 2004

HUGHES & LUCE, L.L.P.

  
Craig W. Budner  
Beth W. Bivans  
Ashley C. Vaught

DUANE MORRIS LLP

Joseph M. Burton  
Gregory G. Iskander

ATTORNEYS FOR PLAINTIFF  
MARION JONES

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**CERTIFICATION OF INTERESTED ENTITIES OR PARTIES**

Civil L.R. 3-16 requires that the undersigned certify whether, other than the named parties, there are persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities that: (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding.

The undersigned certifies that as of this date, there is no such interest to report.

Dated: December 15, 2004

**HUGHES & LUCE, L.L.P.**

  
\_\_\_\_\_  
Craig W. Budher  
Beth W. Bivans  
Ashley C. Vaught

**DUANE MORRIS LLP**

Joseph M. Burton  
Gregory G. Iskander

**ATTORNEYS FOR PLAINTIFF  
MARION JONES**

EXHIBIT B



featuring Golf on NBC NHL on NBC Poker Fantasy Olympics

## Sports Other sports

Scores

NBA

Baseball

NFL

NHL

Horse racing

Golf

Motor sports

College football

College hoops

Tennis

MMA

Soccer

Other sports

Fan zone

More features

Mobile

Rumors

Blogs

Message boards

TV listings

On msnbc.com

U.S. news

Politics

World news

Business

Entertainment

Health

Tech & science

Travel

Weather

Clickable Fly-out

## Jones pleads guilty, admits lying about steroids Olympic track star says she took banned drugs from 2000 to 2001

Associated Press

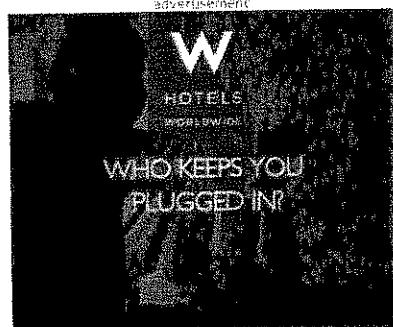
updated 2:40 p.m. PT, Fri., Oct. 5, 2007

WHITE PLAINS, N.Y. - Marion Jones' voice never wavered, her reserve never faltered as the words rang out in the silent, stately federal courtroom.

She was a liar and a cheat, she told the judge, her eyes never straying from his face.

And so ended years of angry denials by one of the world's most celebrated athletes.

Story continues below ↓



The owner of three Olympic golds and two bronze medals, Jones came clean Friday and admitted she used steroids. She pleaded guilty to lying to federal investigators when she denied using performance-enhancing drugs, then announced her retirement in a tearful apology outside the U.S. District Court.

"It's with a great amount of shame that I stand before you and tell you that I have betrayed your trust," Jones said, her voice cracking as her mother stood behind her, a strong and supportive hand on her shoulder.

"I have been dishonest and you have the right to be angry with me. I have let (my family) down. I have let my country down, and I have let myself down," she said, pausing frequently to regain her composure. "I recognize that by saying I'm deeply sorry, it might not be enough and sufficient to address the pain and hurt that I've caused you.

"Therefore, I want to ask for your forgiveness for my actions, and I hope you can find it in your heart to forgive me."

The calm strength she'd displayed in the courtroom was gone, washed away by a flood of tears. She embraced her mother, who told her daughter, "Good job." The two then climbed into a black limousine with one of Jones' attorneys and drove away, not taking any questions.

NBC video

Jones was released on

MSNBC video



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Jones: 'I have betrayed your trust'

Oct. 5: An emotional Marion Jones says, "I have let my country down," after pleading guilty to lying to federal investigators when she denied using performance-enhancing drugs.

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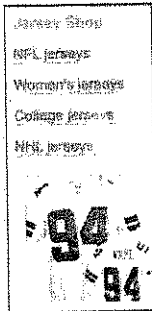
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**Sports' fallen heroes**  
Oct. 5: What is it about  
competition that fuels  
the temptation to cheat?  
NBC's Ann Thompson  
reports.

[Nightly News](#)

her own recognizance  
and was due back in  
court Jan. 11 for  
sentencing.

"It's bittersweet," said  
Travis Tygart, chief  
executive officer of the

U.S. Anti-Doping Agency. "Any time a potential American hero admits to  
cheating us sports fans, people who watch Olympic games, it's  
bittersweet."

Indeed, Friday marked a stunning fall from grace for the 31-year-old  
Jones, once the symbol for everything that was right about women in  
sports. She was powerful, captivating the country with the audacious  
goal of winning an unprecedented five gold medals at the Sydney  
Olympics. But she was beautiful and feminine, too, gracing the cover of  
Vogue with the poise of a supermodel.

Though she fell short in  
Sydney — only three of  
her five medals were  
gold, the other two  
bronze — her winsome  
smile and charming  
personality made her a star. Seven years later, she is broke, her  
reputation is ruined and she is looking at prison time.

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Jones also pleaded guilty to a second count of lying to investigators  
about her association with a check-fraud scheme.

"You're vindicated, but it doesn't make you feel any happier this is going  
on," said Dick Pound, chairman of the World Anti-Doping Agency. "The  
fact that she was using the performance-enhancing drugs is not a  
surprise. People suspected strongly or knew, but couldn't prove the use.

[Marton Jones comes clean](#)

[Jones pleads guilty, admits lying about steroids](#)

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[Key figures in BALCO steroids scandal](#)

"When something seems  
too good to be true, it  
probably is."

Jones is the biggest  
name to be brought  
down so far in the Bay  
Area Laboratory Co-  
Operative scandal. But  
home run king Barry  
Bonds also has been

linked to BALCO, and a grand jury is still investigating whether he lied  
to federal investigators.

Bonds denied ever knowingly taking performance-enhancing drugs. In  
testimony before a grand jury in 2003, Bonds said he believed a clear  
substance and a cream given to him by his trainer were flaxseed oil and  
an arthritis balm.

"The federal government  
will vigorously prosecute  
individuals who provide  
false statements to its  
agents," said Scott N.  
Schools, the U.S.  
Attorney for the  
Northern District of  
California.

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**Week in Sports**  
Pictures  
Leaping LeBron, fied-  
up refs, jumbled jockeys  
and more in this week's  
edition.

Suspensions and doping  
allegations had dogged Jones for years. Her ex-husband, C.J. Hunter,  
was busted for doping, and Tim Montgomery, the father of her son  
Monty, was stripped of his world record in the 100 meters in connection  
with the BALCO case.

Jones herself was one of the athletes who testified before a grand jury  
in 2003 in the BALCO investigation. In August 2006, one of her urine





samples tested positive for EPO, but she was cleared when a backup sample tested negative.

CONTINUED: "I have never used performance-enhancing drugs"

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## Track coach Trevor Graham indicted

Mark Fainaru-Wada and Lance Williams, Chronicle Staff Writer  
Thursday, November 2, 2006

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(11-02) 16:03 PST -- A track coach whose clients have included some of the world's greatest sprinters -- such as U.S. Olympic champions Marion Jones and Justin Gatlin -- was indicted Thursday for lying to federal agents when he told them he had never provided his athletes with performance-enhancing drugs in connection with the BALCO steroids case.



Trevor Graham, who has portrayed himself as a whistleblower for giving authorities the steroid-laced syringe that helped propel the BALCO probe in 2003, was indicted by a federal grand jury in San Francisco on three counts of making false statements to government agents.

Graham's indictment was another blow to American track and field, which has labored unsuccessfully to put the BALCO steroids scandal behind it. In the past two years, 14 track and field stars with ties to BALCO -- including Tim Montgomery, former world record holder in the 100 meters and a former Graham client -- have been disciplined for doping offenses. In July, Gatlin, a Graham protege, was suspended after testing positive for steroids.

Neither Graham nor his attorney, Joseph Zeszotarski, could be reached for comment.

The grand jury that indicted Graham for his statements in a 2004 interview with federal agents is also investigating whether Giants slugger Barry Bonds committed perjury for denying under oath that he knowingly used banned drugs from BALCO. There was no indication Thursday when or whether the grand jury might complete its probe of Bonds.

Graham is the coach of the elite Sprint Capitol organization in North Carolina. Several of his athletes have tested positive for steroids, but he has repeatedly denied distributing the drugs.

However, at least three people connected with BALCO have told the government that Graham was a steroid dealer. Both BALCO ringleader Victor Conte and shot-putter C.J. Hunter told federal agents the coach distributed the drugs to his athletes, and Montgomery testified before a grand jury that Graham provided his athletes with steroids he had received through a "connection" in Mexico.

Thursday's indictment alleged that Graham lied to special agents from the Internal Revenue Service's Criminal Investigations unit when he told them he had never set up any of his athletes with performance-enhancing drugs from an unidentified source.

The indictment also alleged that Graham lied when he said he had never met the unidentified source, referred to as "Source A," in person. The third count against the coach claimed that he lied when stating his last contact with "Source A" had been a phone conversation in 1997.

Based on a reading of Graham's statement -- which was obtained and previously reported on by The Chronicle -- the unidentified source is Angel Guillermo Heredia, known throughout the BALCO case as "Memo." In his 2004 interview, Graham said

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Memo was a shot-putter from Laredo, Texas. According to the statement, Graham said he was not aware of any of his athletes obtaining drugs from Mexico; he had no connections with a Mexican lab; he only had spoken with Memo by phone, and hadn't talked with him since 1997.

The New York Times previously reported that Heredia told the grand jury in San Francisco that he provided steroids, human growth hormone and other performance enhancing drugs to Graham and his athletes between 1996 and 2000.

The indictment alleges that Graham met Source A in person for the first time in 1996 or 1997 and thereafter referred "numerous athletes coached by Graham to Source A to obtain illegal performance-enhancing drugs from Source A." The indictment also charged that Source A provided performance-enhancers to Graham and his athletes between the time of their first meeting and the 2004 interview with agents. Some of the athletes, the indictment, alleged, were associated with BALCO.

"Today's charges demonstrate this office's ongoing commitment to investigate and prosecute not only those involved in the illegal doping of our nation's athletes, but also those who lie to federal agents involved in a criminal investigation," said U.S. Attorney Kevin Ryan.

In June 2004, four months after four men were indicted in what the government termed a conspiracy to distribute performance-enhancing drugs to elite athletes, investigators interviewed Graham for nearly three-and-a-half hours with his lawyer present in Raleigh, N.C.

During the interview, Graham acknowledged he was the man who sent the now-famous, steroid-laced syringe to the U.S. Anti-Doping Agency in the summer of 2003 to expose Conte and BALCO. Graham also admitted he attended a meeting at BALCO in late 2003, where Conte hatched what became known as "Project World Record," a plan devised to turn Montgomery into the world's fastest man. Also at the meeting were sprint coach Charlie Francis -- the man who coached steroid cheat Ben Johnson -- and Milos Sarcev -- a bodybuilder and self-described anabolic expert.

Graham, however, insisted to the agents that he had never provided any illegal or banned performance-enhancing drugs to his athletes. For example, he stated the only things he had ever given Marion Jones were "Gatorade, protein and potassium for cramps," according to a copy of his statement. Graham told the investigators that as a coach he believed he had always "done the right things."

However, Hunter, the shot-putter and ex-husband of Jones, told agents Graham had provided Jones with the endurance-boosting drug EPO in the lead-up to the 2000 Sydney Games, where she won five medals, three of them gold.

At the Summer Olympics in Athens in 2004, Graham said he was the person who had sent the needle-less syringe with traces of a steroid in it to the U.S. Anti-Doping Agency in Colorado Springs. He said he was "just a coach doing the right thing."

However, many others connected to the BALCO probe have characterized Graham's action much more a result of a turf war between his athletes and those aligned with Conte, who he named as the originator of the steroid in the syringe.

The same day Graham sent the syringe to USADA, Conte drafted a letter to the anti-doping group and to the international governing body for track and field detailing allegations of Graham doping his athletes with "oral testosterone undecylenate." Conte offered details about how Graham's athletes were avoiding being Conte, and, at the end of the letter, he named four sprinters he said were cheating. Among those was Gatlin, who currently shares the 100-meter world record. Conte ultimately didn't send the letter, but it was found in his trash by the lead BALCO investigator.

After Gatlin was caught cheating this summer -- adding to a list of nearly a dozen of Graham's current or former clients who either tested positive or were implicated for doping -- the coach lost his contract with Nike and was banned from U.S. Olympic Committee training centers.

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EXHIBIT D

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3

4 SHANE D. MOSLEY, SR., )  
5 Plaintiff, )  
6 vs. ) No. C 08-01777 JSW  
7 VICTOR CONTE, )  
8 Defendant. )  
9 \_\_\_\_\_ )  
10  
11  
12

13 DEPOSITION OF SHANE D. MOSLEY  
14 Wednesday, July 9, 2008  
15 Los Angeles, California  
16  
17  
18  
19  
20  
21  
22  
23

24 Reported by:  
25 PAMELA J. FELTEN  
CSR No. 5189

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

SHANE D. MOSLEY, SR., )  
 )  
Plaintiff, )  
 )  
vs. ) No. C 08-01777 JSW  
 )  
VICTOR CONTE, )  
 )  
Defendant. )  
 )  
\_\_\_\_\_ )

Deposition of SHANE D. MOSLEY, taken  
on behalf of Defendant, at 1900  
Avenue of the Stars, Suite 2100,  
Los Angeles, California, beginning  
at 9:47 a.m. and ending at 10:50 a.m.  
on Wednesday, July 9, 2008, before  
PAMELA J. FELTEN, Certified Shorthand  
Reporter No. 5189.

1 APPEARANCES:

2  
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23 Also Present:

24 DANIELLE ARTEAGA, Attorney at Law  
25 DAVID MARCHIANO

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WITNESS:

EXAMINATION

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## INFORMATION REQUESTED

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20 16

1 Los Angeles, California, Wednesday, July 9, 2008

2 9:47 a.m. - 10:50 a.m.

3

4 SHANE D. MOSLEY

5 having been first administered an oath, was examined and  
6 testified as follows:

7

8 EXAMINATION

9 BY MR. LABAR:

10 Q Good morning. Please state and spell your name  
11 for the record.

12 A Shane Mosley. S-h-a-n-e. And then  
13 M-o-s-l-e-y, last name.

14 Q Have you had your deposition taken before?

15 A Yes.

16 Q Okay. How many times?

17 A That I don't know.

18 Q Okay. Can you give me an approximate number?  
19 Less than five times?

20 A About that many. About four. Four or five  
21 times.

22 Q Do you recall how long ago these other  
23 depositions were? The first one of the four?

24 A Um, it's been a while. Maybe 2000 -- I don't  
25 know. 1999, 2000.

1 Q Okay.

2 A I'm not sure.

3 Q Was your deposition taken in 1999 in connection  
4 with a lawsuit?

5 A Um, maybe against another attorney that was --

6 Q Okay. Do you know if you were suing the  
7 attorney or if the attorney was suing you?

8 A I believe the attorney was suing me.

9 Q Okay. And do you know what county or state  
10 that lawsuit was happening in?

11 A It might have been L.A. County.

12 Q And do you know the name of that attorney?

13 A Was it Wendell Wright.

14 Q Wendell Wright?

15 A Yeah. Wendell Wright.

16 Q Wright like W-r-i-g-h-t?

17 A Yes.

18 Q And was he your attorney at some point?

19 A He was my attorney, yes.

20 Q Okay. And was that the first time you were  
21 ever deposed?

22 A Um, no. I mean I've been to court a couple  
23 more times.

24 Q Okay. Let me just try and focus your attention  
25 on the depositions that you've had previously, then I'll

1 ask you about your court appearances later. Okay?

2 A Uh-huh.

3 Q That case involving Mr. Wright, you were  
4 deposed in that case, correct?

5 A I was deposed, yes.

6 Q And was there another deposition that occurred  
7 after that in a different case?

8 A Um, I'm not sure. I'm pretty sure there was a  
9 couple of more, but I'm not sure around the time. It's  
10 been a long time ago so --

11 Q Sure. Okay.

12 A -- I don't know.

13 Q Do you have any memory at all of the other  
14 depositions you've had?

15 A The only one I can think of was the Wendell  
16 Wright one. The other depositions they were like real  
17 small -- I don't -- I can't remember, you know -- oh,  
18 there was one with Patrick Ortiz or Ringside Ticket and  
19 that was like 1995 maybe or --

20 Q Okay.

21 A -- you know --

22 Q The company was called Ringside Tickets?

23 A Uh-huh.

24 Q And what was the other name you mentioned?

25 A Ringside Ticket, that's on -- it was Patrick

1 Ortiz. That was -- he was the promoter. He was my first  
2 promoter.

3 Q Patrick Ortiz?

4 A Yeah.

5 Q And in that case, were you being sued or were  
6 you suing someone else?

7 A I was being sued.

8 Q And do you recall what county or state that  
9 lawsuit was pending in?

10 A I think that was -- had to be L.A. County.

11 Q Okay. Before I ask you about any other  
12 lawsuits, I just want to make sure you understand the  
13 rules of this proceeding. You've taken an oath to tell  
14 the truth. Do you understand that?

15 A True.

16 Q And that's the same type of oath that you would  
17 take in a court of law. Do you understand that?

18 A True.

19 Q As you're doing now, please continue to give us  
20 audible responses so that our court reporter can take  
21 everything down accurately. All right?

22 A Okay.

23 Q Thank you. If you don't understand --

24 A I'm doing -- yeah, I'm doing this. So I  
25 don't --

1 Q You're doing an excellent job. Thank you.

2 A Okay.

3 Q If you don't understand my questions, please  
4 tell me. All right?

5 A Definitely.

6 Q Okay. And if you respond to my question, I'll  
7 assume that you understood me, heard me properly, and  
8 gave me a truthful response. All right?

9 A True.

10 Q Great. If at any time you have any questions  
11 about anything I'm asking you, please tell me so I can  
12 clarify. Okay?

13 A Okay.

14 Q Let me ask you -- go back to the topic of the  
15 lawsuits that you've been involved with. You told me  
16 about a lawsuit involving a gentleman named Mr. Wendell  
17 Wright and another lawsuit involving an entity called  
18 Ringside Tickets and a gentleman named Patrick Ortiz.

19 A Yes.

20 Q Can you recall any other lawsuits that you've  
21 been a party to?

22 A No.

23 Q Do you think there have been more and you just  
24 can't remember any of the details of them or do you think  
25 there haven't been any more than the two you've told me

1 about?

2 A Those are the -- the big lawsuits that stand  
3 out, but other than that, I can't really recall.

4 Q Okay. You say those are the two big ones that  
5 you -- that stand out. Can you recall any small ones?

6 A I mean those are -- that's really all I can  
7 recall at this point is those lawsuits. I mean that's  
8 it.

9 Q So you can't remember the details or the  
10 general nature of any other lawsuits you've been a party  
11 to?

12 A Those two I can remember some of the details of  
13 what happened in the lawsuits.

14 Q Okay. No others?

15 A Not to my -- to my knowledge.

16 Q Okay. Let me ask you about other testimony you  
17 may have given in other types of proceedings. You've  
18 testified before a Grand Jury in California, correct?

19 A Yes.

20 Q Have you testified before any other Grand  
21 Juries at any time other than that one?

22 A No.

23 Q Have you given any testimony to any athletic  
24 organizations that you may be a member of?

25 A I don't --

1 MR. BURSTEIN: Do you mean sworn testimony?

2 MR. LABAR: Testimony of any kind.

3 MR. BURSTEIN: Then I object on vague and  
4 ambiguous. Because I'm not sure what testimony means,  
5 but . . .

6 MR. LABAR: Okay.

7 THE WITNESS: And I'm not even -- I don't --

8 BY MR. LABAR:

9 Q You don't understand my question?

10 A Say it again or something.

11 Q Sure.

12 A I don't understand.

13 Q Sure. I'll ask it a different way.

14 Have you ever given any testimony before any  
15 athletic organizations, like boxing groups that you may  
16 be a party of -- a member of?

17 A Not that I can think -- no. Just . . .

18 Q The deposition we're taking today, just so I  
19 make sure you understand, is limited in nature. I'm just  
20 going to be asking you questions about your domicile, in  
21 other words, where you live and where you reside.

22 A Uh-huh.

23 Q Do you understand that?

24 Okay. I'm not going to be asking you anything  
25 about the merits of the case that you brought against

1 Mr. Conte. Okay?

2 A Okay.

3 Q Where were you born, sir?

4 A I was born in Lynwood, California.

5 Q Inglewood?

6 A Lynwood.

7 Q Lynwood. Okay.

8 MR. BURSTEIN: Shane, try and keep your voice  
9 up.

10 THE WITNESS: Oh. I'm sorry. Yeah.

11 MR. LABAR: Can you hear him okay?

12 THE REPORTER: Yes.

13 MR. BURSTEIN: Great. Okay.

14 BY MR. LABAR:

15 Q What year were you born, sir?

16 A 9-7-71.

17 Q And where did you grow up? In Lynwood?

18 A I grew up in Pomona.

19 Q In Pomona. All right. And did you attend high  
20 school in Pomona?

21 A Yeah.

22 Q And which high school?

23 A Pomona High.

24 Q And did you graduate from Pomona High?

25 A Yes.

1           Q    And what year was that?

2           A    '89.

3           Q    Okay. And after you graduated from Pomona High  
4 School, did you continue living in California?

5           A    Yes.

6           Q    Okay. And you began a career as a boxer after  
7 high school; is that correct?

8           A    No. I boxed since I was eight years old.

9           Q    And when did you become a professional boxer?

10          A    In '93 -- 1993.

11          Q    Okay. All right. And where did you live from,  
12 say, 1990 to 1995? What state?

13          A    Pomona.

14          Q    Okay. And from 1995 to the year 2000, where  
15 did you live?

16          A    The year 2000? That had to be Pomona.

17          Q    And where were you living in Pomona?

18          A    Well, actually, I'm sorry.

19          Q    Sure.

20          A    La Verne.

21          Q    La Verne. Okay. And what year did you move  
22 from Pomona to La Verne?

23          A    I believe that was in 19- -- maybe 1997. I'm  
24 not sure.

25          Q    And you are currently married, correct?

1 A Yes.

2 Q And what's your wife's name?

3 A Jin Mosley.

4 MR. BURSTEIN: That's J-i-n.

5 THE WITNESS: J-i-n.

6 BY MR. LABAR:

7 Q And you have children, correct?

8 A Yes.

9 Q How many children do you have?

10 A I have four biologically and one stepson.

11 [ Q And do all your children live with your wife  
12 and you?

13 A They all live with me and, yeah, my wife.

14 Q Okay. And your wife lives at the address on  
15 La Verne -- in La Verne?

16 A In La Verne, yes. ]

17 [ Q Okay. Let me ask you about some addresses that  
18 I've seen on some documents. Are you familiar with an  
19 address 174 Waverly in Medford, New York?

20 A Yes.

21 Q What is that address?

22 A That is the address to my CPA.

23 Q Okay.

24 A Well, my ex-CPA.

25 Q Okay. Is that gentleman's name Salvador

1 Alessi?

2 A Yes.

3 Q All right. And how long was he your CPA for?

4 A Maybe a year and a half.]

5 Q So you don't have any home or other kind of --  
6 type of residence in New York; is that correct?

7 A No.

8 Q So this 174 Waverly address is only relevant to  
9 you because it was the address for your former CPA,  
10 correct?

11 A Yes.

12 Q Okay. Let me ask you about another address.  
13 1230 or 1226 Loma Vista in Pomona, California, are you  
14 familiar with that address?

15 A I am familiar with that one, yeah.

16 Q What was 1230 Loma Vista in Pomona? Was that  
17 your home?

18 A That was my old home in -- yeah, my old home.

19 Q And what was 1226 Loma Vista?

20 A 1226 was a house that I bought next door  
21 because I was going to rebuild everything. I was going  
22 to rebuild both structures.

23 Q What year did you buy the 1230 address?

24 A It was probably -- I don't know. 1998. Maybe  
25 I can get the records.

1 Q Approximately 1998?

2 A Probably. I don't know. Yeah.

3 Q And what year did you sell it?

4 A I must have sold it in either '99 or 2000.

5 Q Okay. And when you sold that -- those homes in  
6 2000 -- did you sell them both in 2000?

7 A I sold both of them, yes.

8 Q Is that when you moved to the La Verne address?

9 A Yes.

10 Q And is that address 5212 Clayton Court?

11 A Yes.

12 Q And that's where your wife and children  
13 currently live?

14 A Yes.

15 Q And so you owned the 5212 Clayton Court address  
16 for approximately eight years or so?

17 A About seven years.

18 Q Seven years. Let me ask you about another  
19 possible address. Do you actually also own a home in Big  
20 Bear, California?

21 A Yes.

22 Q And what's the address of the home in Big Bear?

23 A That's 715 Thrush Street.

24 Q Thrush like the bird, T-r-h --

25 A Thrush, T-h-r --

1           Q    -u-s-h?

2           A    -u-s-h.

3           Q    Do you know the ZIP code there?

4           A    I believe it's 92315.

5           Q    Thank you. Do you know -- is it actually in  
6 the town of Big Bear or is it in one of the small  
7 villages around Big Bear?

8           A    It's right by the Snow Summit.

9           Q    So that's actually in the town of Big Bear? Do  
10 you know?

11          A    I think it would be considered Big Bear Lake.

12          Q    And how long have you owned that property?

13          A    Approximately seven years.

14          Q    And do you own that property with anyone else  
15 or are you the sole owner?

16          A    I'm the sole owner.

17          Q    Okay. Let me ask you about a few other  
18 addresses.

19                Are you familiar with the address 6745 Jackson  
20 Junction in Las Vegas, Nevada?

21          A    Yes.

22          Q    What is that address?

23          A    That's my home address.

24          Q    Okay.

25          A    One of them. One of my houses, I should say.

1           Q    Okay.  And how long have you owned that  
2   property?

3           A    I would say 2004 maybe.  Somewhere -- 2004.

4           Q    And that's a residential home?

5           A    It is, yes.

6           Q    Let me ask you about another property address.  
7   3695 Calico Brook in Las Vegas, Nevada, are you familiar  
8   with that address?

9           A    Yes.

10          Q    And what is that address?

11          A    That's the actual home address.

12          Q    Could you repeat that?

13          A    That is the actual home address.

14          Q    Okay.  What do you mean when you say actual  
15   home address?

16          A    That's where I stay most of the time, you know,  
17   when I'm in Vegas.  Well, I'm always in Vegas, but my --  
18   you know -- in Vegas.  It's the central home.

19          Q    All right.  So that's obviously a different  
20   physical location than the Jackson Junction address,  
21   right?

22          A    Yes.

23          Q    And who lives in the Jackson Junction address  
24   most of the time, if anyone?

25          A    Actually, at this point, it's been rented out.

1 Q How long has it been rented out?

2 A Maybe a year and a half, maybe a year. Maybe  
3 it was longer than that. Could be two years.

4 Q When was the Calico Brook property purchased?

5 A I believe in '05, I believe.

6 Q Okay. And when you stay there, do you stay  
7 there alone?

8 A Yeah.

9 Q And at your address at the home -- oh, I'm  
10 sorry. The address in La Verne, California, is that a  
11 residential home?

12 A It is a residential, yes.

13 Q Okay. And do you keep -- obviously your wife  
14 and children are there, so you have cable television  
15 there?

16 A I do.

17 Q And when you're there, you watch that cable  
18 television sometimes?

19 A At the house in La Verne, yes.

20 Q And, obviously, there's gas and electric and  
21 power there, right?

22 A Yes.

23 Q Okay. And you have a home phone there?

24 A Yes.

25 Q Do you receive mail there?

1           A    Uh, actually, the mail -- I shouldn't  
2   receive -- the mail actually goes to a different address,  
3   which should be -- it used to go to 174 Waverly, but now  
4   it's been transferred over to the business that we have  
5   now, which is the -- the -- what's his name -- Bob Keys,  
6   the money management people.

7           Q    Okay. Bob Keys is sort of a financial manager  
8   for you?

9           A    Yes.

10          Q    Does his firm have a name or does he just call  
11 it after himself?

12          A    His firm has a name. I'm trying to -- UBS.

13                MR. BURSTEIN: Want to leave a blank and we can  
14 fill it in?

15                MR. LABAR: Sure.

16                (Information requested: \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_.)

19 BY MR. LABAR:

20          Q    Is it UBS Warburg?

21          A    UBS is the money marketing people, but it's a  
22 different money management. They knew -- they're  
23 basically the same thing. They knew each other, but it's  
24 a different name. Money management is Bob Keys and money  
25 management corporation.

1           Q    Okay. I appreciate that.

2                   Where is Bob Keys' office at when you go see  
3 Bob Keys?

4           A    Well, actually, I haven't went to his actual  
5 office yet, but I believe it's in L.A.

6           Q    So any conversations you've had with him have  
7 been over the phone so far?

8           A    Yes.

9           Q    Okay. Do you keep clothing at the La Verne  
10 address?

11          A    Yes.

12          Q    Okay. And you have enough clothes there so  
13 that you could stay there for some period of time?

14          A    Yes.

15          Q    Do you keep training gear for your boxing  
16 regimen at the La Verne address?

17          A    I have training gear there, too, yes.

18          Q    Okay. When you're at the La Verne address, do  
19 you have access to transportation?

20          A    Yes.

21          Q    Do you have your own car there?

22          A    Yes.

23          Q    What type of car do you have there?

24          A    Well, actually, the car is not registered in  
25 California, but the car that I use is an Escalade EXT,

1 which is -- which is my car basically in Vegas. It's  
2 registered in Vegas. All my -- all my cars that I drive  
3 are registered in Vegas.

4 Q I appreciate that. I asked a slightly --

5 MR. BURSTEIN: Answer the question --

6 THE WITNESS: Oh.

7 MR. BURSTEIN: -- as opposed to --

8 THE WITNESS: Okay.

9 MR. BURSTEIN: Okay?

10 BY MR. LABAR:

11 Q You might have misunderstood me. I asked a  
12 slightly different question.

13 When you're at the La Verne house, do you have  
14 access to a car?

15 A Yes.

16 Q Which car do you drive?

17 A The Escalade. The EXT.

18 Q And that's the Escalade EXT that you just  
19 referred to that's registered in Nevada?

20 A Yes.

21 Q Okay. So you drive the car from Nevada to Los  
22 Angeles; is that correct?

23 A Yes.

24 Q Okay. And you never use any other car when  
25 you're at the La Verne address?

1 A That's my car. Yeah.

2 Q Okay. So when you come back and forth from  
3 Nevada and California, you always drive?

4 A I drive, yes.

5 Q And you never fly?

6 A Um, very rarely.

7 Q Okay. Do you ever use any other car other  
8 than -- or have you ever used any other car other than  
9 the Escalade when staying at the La Verne home?

10 A The EVX -- EVS Escalade, which is, you know, an  
11 Escalade, as well, but it's a big one.

12 Q Is that the car that's used by your wife on a  
13 day-to-day basis?

14 A Would you say again?

15 Q Is that the car that's used by your wife on a  
16 day-to-day basis?

17 A Actually, no.

18 Q Okay. What car does your wife drive normally  
19 on a day-to-day basis?

20 A She actually uses the -- the 5 -- it's the  
21 G-Wagon Mercedes.

22 Q Okay. And to your knowledge, is that car  
23 registered in California?

24 A Uh, yes, I believe so.

25 Q And do you ever drive that car?

1           A    Maybe to get it washed or something, you know.

2           Q    So from time to time when you're in California  
3 at the La Verne address, you may drive the G-Wagon?

4           A    Yeah.

5           Q    Okay. And do you have cars up in Big Bear, as  
6 well?

7           A    No.

8           Q    Okay. And do you keep cable and satellite at  
9 the Big Bear home?

10          A    Yes.

11          Q    Okay. And, obviously, you have gas and  
12 electric there as well, right?

13          A    Yes.

14          Q    And you have a phone there?

15          A    Yes.

16          Q    And do you receive any mail there?

17          A    No.

18          Q    And do you keep clothing and training gear at  
19 the house in Big Bear?

20          A    Yes.

21          [Q    All right. Let me ask you about any personal  
22 items you might keep at the house in La Verne. Other  
23 than clothing, do you keep other personal items like  
24 photos and things like that at the house in La Verne?

25          A    Yes.

1 Q Okay. Are your -- for example, family  
2 portraits, do you have those at your house in La Verne?

3 A Yes.

4 Q Your wedding pictures, are those at the house  
5 in La Verne?

6 A Yes.

7 Q What about personal financial records, do you  
8 have things like that in your house in La Verne?

9 A I believe there's some financial stuff there,  
10 yes. ]

11 [ Q Does your wife -- does your spouse work, sir?

12 A Yes.

13 Q Okay.

14 A Well, she works basically for me.

15 Q Okay.

16 A So --

17 Q And which business of yours does your wife work  
18 for?

19 A The boxing business.

20 Q What is that called?

21 A Well, my company would be Sugar Shane, Inc.

22 Q I'll ask you more about your businesses later.

23 Does she have a title with that business?

24 A No, not really on -- on record, but she just  
25 handles the day-to-day, you know, the phone -- some of

1 the phone calls and stuff for me.

2 Q And she then primarily works for that business  
3 from La Verne; is that correct? Or Los Angeles area?

4 A Uh, yeah.

5 Q And does she go to an office to do that job or  
6 does she work from home or can you explain that for me?

7 A She just works at the house.]

8 [Q I believe you told me you have five children;  
9 is that right?

10 A Yes. Yes.

11 Q Can you give me their ages?

12 A My first son is 17, Shane, Jr. Norman Bell is  
13 14. Najee will be seven or is seven. And Tai is six.  
14 And Mee-Yon is four.

15 Q Okay. So of your children that are school age,  
16 are they all enrolled in school?

17 A Yes.

18 Q And are they all enrolled in school in  
19 California?

20 A Yes.]

21 [Q Okay. And let me ask you about your other  
22 family. Is your mother and father alive?

23 A Yes.

24 Q And where do they live?

25 A Pomona.

1 Q And where are your -- do you have any other  
2 relatives? Uncles, aunts, things like that?

3 A My sister.

4 Q Where does your sister live?

5 A Pomona.]

6 Q When you were married, sir, were you married in  
7 California?

8 A No.

9 Q Where were you married?

10 A In Vegas.

11 Q Okay. What year was that?

12 I'm sorry for putting you on the spot.

13 MR. BURSTEIN: Better hide this thing from his  
14 wife.

15 MS. ARTEAGA: More important to remember the  
16 date.

17 THE WITNESS: It was --

18 BY MR. LABAR:

19 Q Approximate year.

20 A It was actually after the Oscar, Fernando  
21 Vargas fight when we got married.

22 Q 2000?

23 A Yeah, 2002, probably.

24 Q All right.

25 A So . . .

1 MR. BURSTEIN: Could we just mark that part  
2 confidential. Enter into an anti-disclosure agreement.

3 (Laughter.)

4 BY MR. LABAR:

5 Q Let me ask you. Have you ever had any arrests  
6 or convictions in the State of California?

7 A No.

8 Q Sir, as a professional boxer, I would assume  
9 you have sports trainers and boxing trainers, right?

10 A Only had one trainer really. It was my father  
11 was my boxing trainer.

12 Q And your father has been your primary trainer  
13 off and on over the years?

14 A Pretty much he's been my primary trainer, you  
15 know, since I was eight.

16 Q Let me focus your attention on this year, 2008.  
17 For all of this year, has your father been your primary  
18 trainer?

19 A Yes.

20 Q Okay. Where does your father live?

21 A In -- he lives in Pomona.

22 Q And is he at the -- well, strike that.

23 Do you have any other trainers that assist your  
24 father in training you?

25 A Um, I wouldn't say assist, but no, not really.

1 He's really the trainer. Everybody has their own job.  
2 They might give advice here and there, but they're not  
3 the trainer. There is only one trainer.

4 Q Can you describe the -- those other jobs that  
5 you were describing these other people do?

6 A You might have a cut man.

7 Q Okay.

8 A Might get advice for different things. And  
9 actually my -- my bodyguard, which is -- he's a trainer  
10 in New York --

11 Q Okay.

12 A -- but -- and a bodyguard. So he gives input,  
13 too, as well.

14 Q And for this past -- you were training for a  
15 fight that was supposed to happen in May, right, of this  
16 year?

17 A Yes.

18 Q And during that -- in the preparation for that  
19 fight, your father was your trainer, right?

20 A Yes.

21 Q And who was your cut man?

22 A It was going to be Jimmy Glenn.

23 Q And was Mr. Glenn working regularly with you in  
24 preparation for that fight?

25 A No.

1 Q And how about your bodyguard, was he working  
2 regularly?

3 A He was -- he was with me, yes.

4 Q So he was working regularly with you in  
5 preparation for that fight?

6 A Yes, he was with me.

7 Q And what's that gentleman's name?

8 A Alexander Nobel.

9 Q Noble like N-o-b-e-l.

10 A Nobel, yeah.

11 Q And do you have any medical doctors -- strike  
12 that.

13 Let me ask a different question. Where is  
14 Mr. Nobel -- where was he living for 2008 in preparation  
15 for this fight?

16 A He lives in New York, but when he was -- he was  
17 in camp with me in Big Bear.

18 Q Okay. So in preparation for the fight you were  
19 going to have in May of 2008, you were training in Big  
20 Bear?

21 A Yes.

22 Q And you were living at the Big Bear home?

23 A Yes, I was staying in the Big Bear home.

24 Q And where were you training at? Was there a  
25 specific sports facility or boxing gym you were using up

1 there?

2 A It's a house that I -- basically the house I  
3 built, I put a gym in that house. So . . .

4 Q Okay. And when did you begin preparing for  
5 that fight that was to happen in May of 2008?

6 A May -- I believe March. March, April, May,  
7 yeah. Maybe March.

8 Q And were you in training continuously from  
9 March of 2008 up until --

10 A Actually, it might have been late March, early  
11 April. Yeah.

12 Q Okay. And were you in training pretty much  
13 continuously from that time period you just described up  
14 until the fight was cancelled?

15 A Yes.

16 Q And that fight was cancelled in mid May  
17 sometimes.

18 A Maybe two weeks before the fight, yeah.

19 Q So you were living and training in Big Bear,  
20 California during that time?

21 A Yes.

22 Q Let me ask you about any other professionals  
23 you may work with and for your career. Do you have a  
24 medical doctor that you regularly see?

25 A I really don't have a doctor -- any medical

1 person I regularly see, no. But I have a lot of -- I  
2 have doctor friends. You know, but nobody -- not --  
3 nobody, you know.

4 Q So you don't have a primary care physician?

5 A No. I kind of --

6 MR. BURSTEIN: Just answer the questions.

7 THE WITNESS: No.

8 BY MR. LABAR:

9 Q Okay. And do you -- last time you went to the  
10 doctor for any kind of medical treatment, where was that  
11 doctor located?

12 A That had to be Dr. Gluckman, who was just a  
13 boxing doctor.

14 Q And where did you see him?

15 A In San Pedro.

16 Q Okay. That's where I'm from.

17 All right. And do you have -- what do you  
18 recall when that occurred?

19 A What did you say again?

20 Q Do you recall when that occurred?

21 A Had to be when they signed the fight. So March  
22 maybe.

23 Q March 2008?

24 A Yeah.

25 Q Do you have a dentist?

1           A    No, I don't really have a dentist.

2           Q    Do you recall the last time you went to a  
3 dentist?

4           A    Last time I went to the dentist was in Big  
5 Bear.

6           Q    Do you recall when that was?

7           A    The last fight.  So whenever the last fight  
8 was.  Not this fight, but the last one.

9           Q    Right.

10          A    So whenever that was.

11          Q    So 2007?

12          A    2007 probably.

13          Q    Do you have -- do you work with any  
14 chiropractors or any people in that field?

15          A    No.

16          Q    Okay.  What about professional massage  
17 therapists or anything like that?

18          A    I don't have a -- well, actually, I have --  
19 well, for one fight I had a massage therapist, and he was  
20 out of San Diego.

21          Q    And was that for this fight that was just  
22 cancelled or a prior one?

23          A    A prior one.

24          Q    Okay.  When you're in training for a bout, in  
25 preparation for a bout, do you keep any kind of training

1 log where you log what was happening on that given day?

2 A No, I don't really keep a training log, no.

3 Q Do you know if any of your -- if your father or  
4 any of your associates keep training logs so they can  
5 chart your progress?

6 A We don't -- well, we watch films.

7 Q Okay. Other than the home gym that you have in  
8 Big Bear, where else do you train at?

9 A As far as boxing is concerned?

10 Q Yeah.

11 A I trained in New York and Long Island for a  
12 period of time. I also trained at a gym in Las Vegas.  
13 Couple of gyms actually. Basically Big Bear. When I'm  
14 in -- when I'm in California, I train -- most of my  
15 training is in Big Bear. I don't train -- you said  
16 training outside. I just left with Texas. I trained  
17 there for a couple of weeks or a week. When I'm in  
18 Houston, Texas, I'll train, picking up fighters and  
19 stuff. So I'll train wherever -- wherever I'm at.

20 Q And which gyms do you train at when you're in  
21 the Las Vegas area?

22 A Pound For Pound, a boxing gym that's right by  
23 my house. The other gym -- I can't think of the name  
24 of, but Kevin Kelly actually is a boxer and I train at  
25 his gym. We'll work out together a lot. So . . .

1 Q Okay. And when you're in -- sorry. Did you  
2 finish your answer?

3 A Go ahead.

4 Q When you're in La Verne, California, are there  
5 any gyms there that you train at?

6 A No, there is no gyms in La Verne.

7 Q And do you have a home gym in La Verne?

8 A No.

9 Q Let me ask you: Have you ever voted in an  
10 election?

11 A It's been a long time.

12 Q Do you recall the last time you voted?

13 Don't feel bad. I'm guilty of this myself.

14 MR. BURSTEIN: You know, you both should be  
15 ashamed of yourselves. It's disgraceful.

16 THE WITNESS: I don't think I -- my mother  
17 forced me to vote probably when I got out of high school,  
18 but I'm not sure I voted after that.

19 BY MR. LABAR:

20 Q Okay. And when you voted --

21 A Probably 20 years old probably.

22 Q Okay.

23 A 18 years ago.

24 Q When you voted at that time, was that in  
25 California?

1           A    That was in California.

2           Q    Okay.

3           A    Pomona.

4           Q    How many cell phones do you use?

5           A    I have -- I have one that I use.

6           Q    Is that a -- what Area Code is that number?

7           A    702.

8           Q    Do you have -- when was the last time you had a  
9 cell phone with a California number?

10          A    It's been a while. Maybe 2005 or something  
11 like that.

12          Q    Okay. But you maintain home phones in your  
13 California residences?

14          A    Yeah. The same number.

15          Q    As everyone knows, you're a famous and well  
16 renown professional boxer, but let me ask you about other  
17 business activities you're engaged in. Do you have any  
18 businesses that you are operating or a partner in?

19          A    I'm a partner in Golden Boy Promotions.

20          Q    And that's Mr. De La Hoya's company?

21          A    Yeah.

22                MR. BURSTEIN: Object to the form. It's also  
23 his company.

24                MR. LABAR: That's right. Correction.

25          Q    It's your and Mr. De La Hoya's company?

1           A    Me, De La Hoya and Bernard Hopkins.

2           Q    Okay.

3           A    Yeah.

4           Q    And is Golden Boy -- they mostly do their  
5 business in California; is that right? I mean strike  
6 that.

7           A    No.

8           Q    Let me ask a better question.

9                Their offices are in California; is that right?

10          A    Yes.

11          Q    And they're in Los Angeles?

12          A    Yes.

13          Q    And do you work out of those offices from time  
14 to time?

15          A    No.

16          Q    Have you ever worked in those offices?

17          A    Never.

18          Q    Okay. And what role do you play with Golden  
19 Boy?

20          A    Recruiting fighters.

21          Q    So I would imagine that's a job that's  
22 nationwide in scope?

23          A    I'm pretty much everywhere.

24          Q    Other than Golden Boy, are you involved in any  
25 other companies? You mentioned one early, your own Sugar

1 Shane Productions; is that right?

2 A Well, Sugar Shane, Inc. that was a company that  
3 was formed by me for -- I was going to -- before I went  
4 with Golden Boy, I was going to try to manage and promote  
5 fighters.

6 Q And so is Sugar Shane, Inc. is that still in  
7 operation or has it sort of been subsumed by your work in  
8 Golden Boy?

9 A No. It's still in operation.

10 Q Okay. What about a company called Mosley and  
11 Mosley Real Estate, have you ever heard that before?

12 A Yes.

13 Q What is that?

14 A That's my father's company.

15 Q Okay. And were you involved in that company at  
16 all?

17 A Mosley and Mosley, no. I wasn't involved in  
18 that company.

19 Q So other than Sugar Shane, Inc. and Golden Boy,  
20 are you involved in any other businesses?

21 A No. My other businesses was Pound For -- Pound  
22 For Pound.

23 Q What was Pound For Pound?

24 A That was -- that was actually promotional and  
25 the Sugar Shane was the management company.

1 Q Did Pound For Pound have offices?

2 A No.

3 Q Okay. Did you run that business out of your  
4 home?

5 A That would be out of my home, yeah.

6 Q And that would have been out of La Verne,  
7 California?

8 A No.

9 Q Where would it have been?

10 A That -- well, it really wouldn't have been  
11 La Verne or anyplace. It was -- it was just a company  
12 that was set up. So it wasn't ran like out of La Verne  
13 or -- actually, it's a Nevada Corp. so . . .

14 Q So it would be run out of wherever you happened  
15 to be --

16 A Right.

17 Q -- at the time?

18 A Yeah.

19 Q Okay. What states are you licensed to box in?

20 A Most of the time, I box in Nevada, but Nevada,  
21 I think -- am I licensed in California? I'm not even  
22 licensed in California right now. I'm thinking from -- I  
23 mean New York. So I know actually right now actually New  
24 York and Nevada. That's the two -- yeah. That would be  
25 the two. Because I haven't fought in California for a

1 while.

2 MR. BURSTEIN: Just answer the questions.

3 THE WITNESS: Oh.

4 BY MR. LABAR:

5 Q Okay. Let me ask you about where you've been  
6 spending time recently. For the year 2008, correct me if  
7 I'm wrong, I think you told me that since late March 2008  
8 till approximately mid May, you were training in Big  
9 Bear; is that right?

10 A Yes.

11 Q Okay. And where were you in January and  
12 February and early March of 2008? Where were you  
13 spending your time?

14 A Um, that I don't know -- where was I in  
15 January? I was in California. I was in Nevada. I'm  
16 trying to figure out. I was in Arizona, too.

17 Q Okay. Can you give me an estimate of how much  
18 time you were spending in California during that period?

19 A I couldn't tell you. Maybe two, three weeks.  
20 I don't know.

21 Q Okay. So of the first three months of 2008,  
22 you spent approximately two to three weeks in California?

23 A The first what? Say it again.

24 Q The first three months of 2008, you spent  
25 approximately two to three weeks in California; is that

1 correct?

2 A Approximately, yeah.

3 Q And how much time did you spend in Arizona?

4 A Not long. Maybe two, three days.

5 Q And the rest of the time you spent in Nevada?

6 A Nevada, I spend about -- I don't know, like  
7 two, three weeks in Nevada. I go back and forth so I'm  
8 always hopping around. There was a fight in Arizona that  
9 I was out there with, and there was a fight in Nevada and  
10 I stay out there for weeks at a time for promotional  
11 stuff, fights. I don't know.

12 Q About how many times do you think you went back  
13 and forth from California and Nevada in the first three  
14 months of the year?

15 A I couldn't tell you. I go back -- back and  
16 forth a lot.

17 Q Would you say -- can you give me an estimate?  
18 Was it more than ten times?

19 A It could be about that. About ten, yeah.

20 Q Possibly more?

21 A About that. I don't know. About ten.

22 Q I know you were planning to have this fight in  
23 late May that many of us were anxious to watch. After  
24 that fight was over, where did you plan to go?

25 A Actually, I planned to go to New York.

1 Q Did you have a vacation planned?

2 A Yeah, kind of. We wanted to go to New York,  
3 but we ended up staying in Vegas. So we're actually all  
4 in Vegas right now. The whole family. So I drove back  
5 here for this.

6 Q Okay. But after your fight, did you plan on  
7 returning to California to be with your family?

8 A After the fight?

9 Q After the fight that was planned for late May,  
10 did you plan on returning to California to be with your  
11 family?

12 A Actually, we planned on going to New York, the  
13 whole family.

14 Q And at some point, does your family plan on  
15 returning to California after your trip to New York?

16 A After the summer, yeah.

17 Q And did you attend -- intend to come back to  
18 California with them?

19 A Yeah. If there was a -- yeah. Yes.

20 Q Let me ask you about the year 2007. How many  
21 fights did you have -- professional fights did you have  
22 in 2007?

23 A Two. There may be a record.

24 Q I'm sorry?

25 A There might be record. I don't know. I

1 believe it was two, though.

2 Q Do you recall who you fought?

3 A Who did I fight in '07? Vargas. No. Cotto.  
4 For Cotto.

5 Q Cotto?

6 A Cotto. Who did I fight before that? I don't  
7 know.

8 Q So you basically had two fights in 2007?

9 A I believe so, yeah.

10 Q And did you train for those fights in Big Bear  
11 as well?

12 A Yes.

13 Q And do you intend to keep training for your  
14 fights in Big Bear?

15 A Big Bear is, yeah, the training spot, yeah.

16 Q And you intend to keep seeing your family  
17 obviously and your wife in California, right?

18 A Yes.

19 Q And you intend to keep doing business with  
20 Golden Boy in California, correct?

21 A Um, the business is in Nevada, but, yeah. We  
22 do our business at the MGM, Mandalay Bay, you know. It's  
23 Nevada. But mostly Nevada, but some California.

24 Q And your children that are school age, they're  
25 going to finish school in California; is that correct?

1           A    Only my son, the oldest son, I would like him  
2   to finish school in California because he's a junior now  
3   and he's going to be a senior next year. Then we plan  
4   on -- well, I plan on, you know, moving them out to, you  
5   know, Nevada after that.

6           Q    Is your house in La Verne currently for sale?

7           A    No.

8           Q    Was it for sale in April of 2008?

9           A    No.

10          Q    And has your house in Big Bear been for sale at  
11 all this year?

12          A    No.

13          Q    And do you intend to sell your house in Big  
14 Bear?

15          A    Not at the moment, no.

16          Q    And for the time being, you don't intend to  
17 sell your house in La Verne either, correct?

18          A    Well, yeah. We do have plans to -- to do that  
19 and we did have a realtor put it up -- well, getting  
20 ready to put it up for sale I think in 2006 or '07. It's  
21 a local realtor.

22          Q    And the house did not sell?

23          A    It's kind of hard to sell a house like that.

24          Q    But it was not for sale in 2008; is that  
25 correct?

1 A No.

2 Q And the current plan is to have your children  
3 stay at the La Verne house with your wife until at least  
4 your oldest son graduates; is that correct?

5 A Yes. He's been in the system -- school system  
6 for a long time.

7 Q You mentioned that Mr. Alessi was your CPA for  
8 about a year and a half; is that correct?

9 A Yes.

10 Q Who was your CPA prior to Mr. Alessi?

11 A Actually, I didn't have a CPA prior to him.

12 Q Who handled your financial affairs or did you  
13 handle them yourself?

14 A My mother actually helped me with them.

15 Q Does your mother handle the filing of your tax  
16 returns?

17 A No. It was actually my auntee.

18 Q Okay.

19 A She did that.

20 Q And what was auntee's name?

21 A Travee.

22 Q Could you spell that for me?

23 A Travee, T-r-a-v-e-e.

24 Q And was she a Mosley, as well?

25 A No. Monday, M-o-n-d- -- like Monday.

1           Q    Okay. Okay. M-o-n-d-a-y?

2           A    Yeah. Monday.

3           Q    Okay. And was she a CPA or have any kind of  
4 certification of any type?

5           A    She was -- a certificate maybe in -- and  
6 generally the taxes, like that.

7           Q    Was she located in California?

8           A    Yes.

9           Q    Do you know what town?

10          A    Los Angeles.

11          Q    And do you recall what year she handled your  
12 tax returns for?

13          A    That might have been like from '94 maybe to --

14          Q    Till Mr. Alessi took over?

15          A    Until pretty much, yeah, Alessi.

16          Q    And correct me if I'm wrong, but is Mr. Keys  
17 handling that for you now?

18          A    Bob Keys is, yes.

19          Q    Have you ever had a California driver's  
20 license?

21          A    Yes.

22          Q    Do you still have one?

23          A    No.

24          Q    And when did you give that up?

25          A    I believe in 2000 -- either 2005, I believe,

1 '-4 or '-5.

2 Q And what were the circumstances of you giving  
3 that up? Did it just expire and you didn't renew it or  
4 was there some other situation?

5 A No. Because I had plans to move to -- to Vegas  
6 even back then and -- permanently. And so I got a  
7 license and house and everything.

8 Q Okay. And so can you tell me right now if you  
9 have a valid California driver's license?

10 A No.

11 Q And so you don't have a California driver's  
12 license in your wallet right now, for example?

13 A For example, right now I have a Nevada license  
14 and it says -- has, you know --

15 MR. BURSTEIN: Why don't you -- just answer the  
16 question.

17 THE WITNESS: All right.

18 BY MR. LABAR:

19 Q So no, you don't --

20 MR. BURSTEIN: If you want to see, you can give  
21 him that --

22 THE WITNESS: Yeah, I have it.

23 MR. LABAR: No, no. That's fine. I think I  
24 have a copy of it.

25 Q But you don't have a California driver's

1 license in your wallet, correct?

2 A No.

3 Q Okay. Do you have one in your possession  
4 anywhere? Did you keep it?

5 A No.

6 Q Okay. Which banks do you do your personal  
7 banking with?

8 A My personal banking is in Nevada.

9 Q What's the name of the bank?

10 A Bank of America.

11 Q Okay. And when you're in California, you can  
12 use the Bank of America branches that are in California,  
13 correct?

14 A Yes.

15 Q I asked you about some automobiles and you said  
16 you had some cars registered in Nevada, right?

17 A Two, yes.

18 Q And you have some cars -- or your wife has some  
19 cars registered in California that you use from time to  
20 time?

21 A I think only -- only one.

22 Q Do you own any boats?

23 A No.

24 Q Helicopters? G5? Anything like that? No?

25 MR. BURSTEIN: I wish. I wouldn't have to fly

1 commercial.

2 BY MR. LABAR:

3 Q Motorcycles?

4 A No.

5 Q Okay. Let me ask you what -- we'll mark as  
6 Exhibit 1, a group Exhibit 1. I just want to ask you  
7 about an address.

8 (Defendant's Exhibit 1 was marked for  
9 identification by the court reporter.)

10 BY MR. LABAR:

11 Q The court reporter has marked as group  
12 Exhibit 1 a document. On the first page has a Bates  
13 stamp listing of SM23. Do you see that in the lower  
14 right-hand corner?

15 A Oh, yeah. SM23, yeah.

16 Q I just want to ask you about the address on  
17 this. There is an address of Shane Mosley, care of WTAS,  
18 633 West Fifth Street. Do you see that?

19 A Yes.

20 Q Is that Mr. Keys' address?

21 A Yes.

22 Q Okay. Thank you.

23 Let me show you what we'll mark as Exhibit 2.

24 (Defendant's Exhibit 2 was marked for  
25 identification by the court reporter.)

1 BY MR. LABAR:

2 Q And Exhibit 2 is a document that has Bates  
3 stamp numbers SM46 and 47 on two pages. Do you see that?

4 A Uh-huh. SM46, yeah.

5 Q If you could turn to the second page, is that  
6 your signature on the top of the page?

7 A Uh, yes.

8 Q Okay. Thank you very much. That's the only  
9 questions I have about that.

10 Show you a document we'll mark as Exhibit 3.

11 (Defendant's Exhibit 3 was marked for  
12 identification by the court reporter.)

13 BY MR. LABAR:

14 Q Exhibit 3 is a document Bates stamp numbered  
15 SM176. Do you recognize this document?

16 A That was -- that's -- let's see.

17 MR. BURSTEIN: He's asking if you recognize it.

18 THE WITNESS: Recognize that? I don't  
19 recognize it.

20 MR. BURSTEIN: If you've seen it.

21 THE WITNESS: I mean, I don't -- I don't know.

22 MR. LABAR: Sure. Let me help.

23 Q This appears to be some kind of bill from  
24 Direct television, satellite TV provider, correct?

25 A Um, yeah. DirecTV.

1 Q Okay. It shows that this service was billed to  
2 your name at the Clayton Court, La Verne, California  
3 address, correct?

4 MR. BURSTEIN: Object to the characterization.

5 BY MR. LABAR:

6 Q Is that correct, was this billed to your name  
7 at the La Verne address?

8 A Yeah.

9 Q Okay. And is it fair to say that you have  
10 other bills in your name that go to the Clayton Court,  
11 La Verne address? For example, for water and power and  
12 things like that?

13 A Um, maybe. I'm not sure because the CPA does  
14 that. So usually he pays the bills for me.

15 MR. BURSTEIN: Can we go off the record for a  
16 second?

17 MR. LABAR: Sure.

18 (Discussion held off the record.)

19 BY MR. LABAR:

20 Q This bill appears to state there's service at  
21 your name -- in your name for DirecTV at the Clayton  
22 Court address, correct?

23 A Yes.

24 Q And you have other services in your name at the  
25 Clayton Court, La Verne address such as utilities, right?

1 A Yes.

2 MR. LABAR: Okay. Let me show you what we'll  
3 mark as the next exhibit in order.

4 (Defendant's Exhibit 4 was marked for  
5 identification by the court reporter.)

6 (Discussion held off the record.)

7 BY MR. LABAR:

8 Q Do you recognize Exhibit 4, sir, as a  
9 declaration that you signed in this matter?

10 A Um, I don't see a signature on here.

11 Q Okay.

12 MR. BURSTEIN: I'll represent that this is the  
13 signature -- he did sign this.

14 THE WITNESS: Okay.

15 BY MR. LABAR:

16 Q Just so you know, the reason why is because  
17 this is the one that went electronically to the Court and  
18 we don't have real signatures on those documents. Just  
19 so you know where it's coming from. This was a document  
20 filed with the Court. Okay?

21 A Okay.

22 Q Let me ask you to turn to page 3 of this  
23 declaration. In paragraph 11, you mention two companies  
24 that you are involved in; is that correct?

25 A Um, yeah.

1 Q Okay. Other than you -- that is, other than  
2 you and your wife, does the Sugar Shane Incorporated have  
3 any other employees?

4 A No.

5 Q Okay. And other than you, does Pound For Pound  
6 Promotions have any other employees?

7 A No.

8 Q Paragraph 14 says that, "Since at least 2005, I  
9 have filed tax returns as a resident of Nevada." Do you  
10 see that?

11 A Paragraph what again?

12 Q Paragraph 14.

13 A 14. Yes.

14 Q Okay. Do you recall exactly when you stopped  
15 filing tax returns as a resident of California?

16 A Um, I can't really recall.

17 Q And let me ask you as of, say, April 2008, this  
18 year, it was your plan and intention to have your family  
19 remain in California and your son complete school in  
20 California; is that right?

21 A As of April?

22 Q Right.

23 A Um, I would say yeah. We were going to stay in  
24 California, but was going to leave California after the  
25 fight, which was May, for a period of time.

1           Q    Right.  And you were going to return to  
2   California to allow your child to finish school, right?

3           A    To finish school.

4           MR. BURSTEIN:  Object to the form of the  
5   question.

6           MR. LABAR:  All right.  Thanks.  Let me just  
7   check my notes here and I think we may be done.

8           MR. BURSTEIN:  I may have a couple of  
9   questions.

10          MR. LABAR:  That's fine.

11          I do have a question.  Back on?

12          Q    Do you have a passport?

13          A    Yeah.

14          Q    Okay.  And is there any reason why you couldn't  
15   provide a copy of that to your attorney?

16          A    Because I didn't have it.

17          Q    Okay.  Where was it located?

18          A    I don't know.  I can't -- I couldn't find it.  
19   I'm still looking for it right now.

20          Q    Okay.  Thank you.

21          MR. BURSTEIN:  You better find it soon because  
22   you're going to Australia.

23          THE WITNESS:  I know.  I'm going to Australia.  
24   I have to get a new one.

25          MR. LABAR:  Takes a long time to get them.

1 I don't have any further questions.

2 MR. BURSTEIN: I have a couple of questions.

3

4 EXAMINATION

5 BY MR. BURSTEIN:

6 Q Where is your family residing right now?

7 A My family is residing in California.

8 Q Where are they physically located right now?

9 A Oh, physically located right now? They're in  
10 Las Vegas.

11 Q And have they been in Las Vegas since the end  
12 of the school year?

13 A Yes.

14 Q When do you plan to have the family come back  
15 to California?

16 A When school year starts.

17 Q Okay. Even when the kids are in school, do you  
18 spend time in Las Vegas?

19 A Yes.

20 Q All right. What do you do when you're in Las  
21 Vegas? I mean is there a reason why you stay in Las  
22 Vegas other than the fact that you stay at your home?

23 A Well, a lot of times I'm in Vegas because of  
24 all of the big events and fights that -- you know, part  
25 of the promotion of Golden Boy, and most of the fights

1 are in Vegas. So either I'm at the Mandalay Bay, the  
2 MGM, Caesars Palace, or wherever.

3 Q And what grade is your oldest son in school?

4 A He's a junior, but he's going to be a senior  
5 next year.

6 Q And this fall he's going to be a senior?

7 A This fall he's going to be a senior.

8 Q All right. And after the fall of this year, is  
9 it your intention to have Nevada as your exclusive  
10 residence?

11 A It is my intention, yes, to have -- to move the  
12 family to Nevada.

13 Q And how long do you continue to fight -- do you  
14 expect to continue to fight?

15 A Um, I don't -- maybe -- not that long. I'm not  
16 sure how long, whether it be a year or two.

17 Q Okay. And do you -- will you be using the Big  
18 Bear training facility after you retire?

19 A I won't personally be using it. But, like I  
20 say, I have other fighters that may be using it, you  
21 know.

22 Q Okay. And do you have plans -- what do you  
23 plan to do with your California home after June of 2009?

24 A Well, I plan to put it up for sale and move  
25 into something in Vegas.

1           Q    Okay.

2           A    With my family.

3           Q    Okay.  And aside from -- do you spend time in  
4 Las Vegas alone?

5           A    A lot of times I do.  I spend time alone.

6           Q    And where does your family spend time during  
7 the holidays?  Like school vacations?

8           A    Well, they would either go to -- most of the  
9 time they're in Vegas.  They'll come to Vegas to see me.

10           MR. BURSTEIN:  Okay.  I have nothing else.

11           MR. LABAR:  Just a couple questions.

12

13                               FURTHER EXAMINATION

14   BY MR. LABAR:

15           Q    From time to time when your children are not in  
16 school and living in La Verne, do they also come to see  
17 you in Big Bear?

18           A    Actually, from time to time, but not really,  
19 no.

20           Q    Okay.  And can you give me any percentage of  
21 how much time you spent in California versus Nevada in  
22 the year 2007?

23           A    I couldn't -- I couldn't tell you.  I mean it  
24 could be equally as much because I'm in Nevada or, you  
25 know, I'm all over the place.  I'm not just in California

1 and Nevada. I'm everywhere. Wherever the promotion  
2 needs me to go, I go.

3 Q Okay. And just one last question. Throughout  
4 this time period, 2007 through 2008, you never intended  
5 to remain apart from your family, right?

6 A In 2007 and 2008?

7 Q Right.

8 MR. BURSTEIN: Object to the form of question,  
9 but you can answer.

10 THE WITNESS: Wait. Could you --

11 MR. LABAR: Sure.

12 THE WITNESS: -- say again?

13 BY MR. LABAR:

14 Q You've never intended to remain apart from your  
15 family, right?

16 A No, I don't want to be apart from the family.

17 MR. LABAR: All right. Thank you. I have no  
18 further questions.

19 MR. BURSTEIN: One more question.

20

21 FURTHER EXAMINATION

22 BY MR. BURSTEIN:

23 Q When Mr. Labar asked you about apart from your  
24 family, are you physically apart from them at times?

25 A At -- a lot of times I'm physically apart from

1    them, yeah.

2           Q    So what did you understand Mr. Labar to be  
3    asking you when -- whether you wanted to be apart?

4           A    Do I want to be apart -- he asked did I want to  
5    be, but, you know, I don't want to be, but, you know, I  
6    am sometimes.

7           Q    And also you were asked some questions -- I  
8    mean I think I forgot to ask you.

9                   Golden Boy's offices are in California, right?

10          A    Right.

11          Q    Do you do any work out of their offices in  
12    California?

13          A    No.

14          Q    What is the kind of work that you do for Golden  
15    Boy?

16          A    The kind of work that I do, I'm -- I recruit  
17    fighters. That's --

18          Q    And anything else? Do you go attend events?

19          A    Oh, I attend events, yeah. I -- I recruit  
20    fighters, I attend numerous events, and most of the  
21    events are done in Vegas.

22          Q    And say a fight is on a Saturday night. How  
23    much time do you spend in Vegas in connection with the  
24    promotion of that fight during the week before?

25          A    I will spend the whole week from Monday to --

1 from actually Monday to Saturday and sometimes a little  
2 bit longer after the fight.

3 Q And does your son have any plans on -- your  
4 oldest son have any boxing plans in his future?

5 A He does. He's actually an amateur boxer right  
6 now. He's 3 and 0. And he actually has plans of being a  
7 professional fighter, yes.

8 Q And do you plan on -- on training him?

9 A Definitely.

10 Q And where do you plan on training him?

11 A I plan on training him in Las Vegas.

12 Q And why is that?

13 A Because that's where we'll be moving.

14 Q All right. And is there any -- is there any  
15 place in particular in Las Vegas that you'd be training  
16 in?

17 A Well, there's a gym that's next to my house in  
18 Vegas and that's called the Pound For Pound gym.

19 MR. BURSTEIN: Okay. Nothing further.

20 MR. LABAR: Just one last question.

21

22 FURTHER EXAMINATION

23 BY MR. LABAR:

24 Q Throughout the period of 2007 to 2008, did you  
25 train with your son?

1           A    2007 to -- I didn't really train with him  
2   because I was actually doing my training, but sometimes  
3   he would go to -- up to Big Bear and train as much as he  
4   could, and then he had to leave and go back down  
5   so . . .

6           Q    And let me just ask this question again and  
7   I'll try to be clearer.

8           Throughout the period of time up to -- from  
9   2007 to 2008 up to the present, you've always intended to  
10 remain with your family as a family unit, right?

11          A    Yes. I want to remain with my family, yes.

12           MR. LABAR: Okay. No further questions.

13           MR. BURSTEIN: I'm sorry. You raised another  
14 good question.

15

16                               FURTHER EXAMINATION

17 BY MR. BURSTEIN:

18          Q    After you retire, which you said is in a year  
19 or two, will you still be -- do you still intend to be  
20 spending months at a time at Big Bear?

21          A    After I retire, I probably wouldn't spend  
22 months at a time unless -- I'll probably be more -- I'll  
23 be more in Vegas, but this is for some of the fighters,  
24 Golden Boy fighters, you know, that I recruited. Like --  
25 like right now I have to leave to go to Australia for a

1 fighter that I've signed to Golden Boy and stay there for  
2 maybe a couple of weeks.

3 MR. BURSTEIN: Okay. Nothing further.

4 MR. LABAR: Okay. Mr. Mosley, you've knocked  
5 me out. Thank you for your time.

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1 STATE OF CALIFORNIA )  
2 ) ss  
3 COUNTY OF LOS ANGELES )  
4

5 I, PAMELA J. FELTEN, a Certified Shorthand  
6 Reporter, do hereby certify:

7 That prior to being examined, the witness in  
8 the foregoing proceedings was by me duly sworn to  
9 testify to the truth, the whole truth, and nothing  
10 but the truth;

11 That said proceedings were taken before me at  
12 the time and place therein set forth and were taken  
13 down by me in shorthand and thereafter transcribed  
14 into typewriting under my direction and supervision;

15 I further certify that I am neither counsel  
16 for, nor related to, any party to said proceedings,  
17 nor in anywise interested in the outcome thereof.

18 In witness whereof, I have hereunto subscribed  
19 my name.

20 Dated: JUL 18 2008

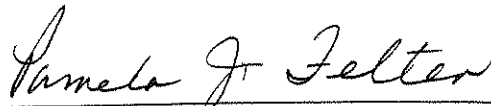
21  
22   
23 PAMELA J. FELTEN  
24 CSR No. 5189  
25

EXHIBIT E

Kim O. Dincel, Esq. (SBN 131563)  
Long & Levit LLP  
465 California Street 5th Floor  
San Francisco, California 94104  
Tel (415) 397-2222 Fax (415) 397-6392  
E-mail kdincel@longlevit.com

JUDD BURSTEIN, P.C.  
Judd Burstein (Admitted *pro hac vice*)  
1790 Broadway, Suite 1501  
New York, New York 10019  
Tel (212) 974-2400 Fax (212) 974-2944  
E-mail jburstein@burlaw.com

*Attorneys for Plaintiff,*  
SHANE D. MOSLEY, SR.

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

SHANE D. MOSLEY, SR.,

*Plaintiff,*

vs.

VICTOR CONTE,

*Defendant.*

08-Civ-1777 (JSW)

**DECLARATION OF SHANE D.  
MOSLEY, SR.**

Date: May 30, 2008  
Time: 1:30 p.m.  
Courtroom: 2, 17<sup>th</sup> Floor

Hon. Jeffrey S. White

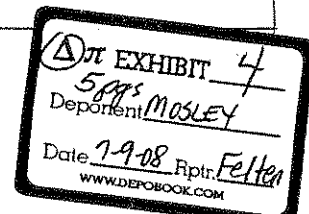
SHANE D. MOSLEY, SR., hereby declares under penalty of perjury:

1. I am the Plaintiff in this action.

2. I submit this Declaration to demonstrate why Defendant Victor Conte's ("Conte" or "Defendant") anticipated motion to dismiss the complaint has no merit. The purpose of this Declaration is to place before the Court factual information relevant to my anticipated opposition

DECLARATION OF SHANE D. MOSLEY, SR.

- 1 -



1 to Defendant's motion. In addition, I explain why a prompt resolution of this case is so  
2 important to me.

3 **THE MERITS OF MY CLAIM**  
4

5 3. I am a professional boxer, and I have been defamed by Defendant, the infamous  
6 principal of the Bay Area Laboratory Co-operative ("Balco"), on multiple occasions.

7 4. In or about July of 2003, I met with Conte at Conte's business, Balco, for the  
8 purpose of obtaining legal supplements to aid my training. At this meeting with Conte, samples  
9 of my blood were taken and analyzed. Conte then recommended a regimen of products that he  
10 told me would help with my endurance.  
11

12 5. Further, at the meeting with Conte, I specifically asked Conte for assurances that  
13 everything that he was recommending was both legal and healthy. Conte specifically gave me  
14 that assurance. His public claims that he explained to me that he was recommending illegal  
15 substances and procedures are also a lie.  
16

17 6. Significantly, I have never denied taking the products recommended to me by  
18 Conte. Indeed, I forthrightly testified about them before the Grand Jury. However, I have  
19 always denied that Conte ever told me, or that I knew, that I was taking anything that was illegal  
20 or in any way barred by the rules of my sport.  
21

22 7. I purchased and received the following supplements from Balco: "the cream",  
23 "the clear", and Erythropoietin (EPO). I admitted to the Grand Jury that I had made these  
24 purchases. However, at no time was I ever told, by Conte or anyone associated with Balco, that  
25 these products were steroids or illegal or banned performance enhancing drugs. In other words,  
26 Conte never told me, in sum or substance, that the supplements provided to me by or on behalf of  
27 Conte or Balco were undetectable steroids or other banned substances that would not show up in  
28

1 a drug test. To the contrary, I explicitly sought and received Conte's assurance that everything  
2 he was recommending was entirely legal and authorized for use in my sport.

3 MY NEVADA CITIZENSHIP

4  
5 8. Conte has also claimed that I am not a citizen of Nevada. This is also not true.

6 9. I own two homes in Las Vegas, Nevada, the first of which was purchased in 2002  
7 or 2003.

8 10. I have a Las Vegas cell phone number, which I began using well before this  
9 action began.

10  
11 11. The companies I own, and through which I conduct my boxing career - Sugar  
12 Shane, Inc. and Pound for Pound Promotions, Inc. - are Nevada Corporations organized in 2001  
13 and 2002 respectively. The principal places of business of these corporations were, until  
14 recently, New York and, prior to commencement of this action, Nevada.

15 12. I have not maintained bank accounts in California for at least the last five years.  
16 Rather, all of my bank accounts have been maintained in either Nevada or New York.

17  
18 13. Since at least 2005, I have maintained a Nevada driver's license and all of my cars  
19 have been registered in the State of Nevada.

20 14. Since at least 2005, I have filed tax returns as a resident of Nevada.

21  
22 15. None of my earned income from my career as a professional boxer has been  
23 earned from fights in California since June 17, 2000. Rather, since that date, I have fought in  
24 Las Vegas 11 out of 15 times, with the other bouts taking place in either New York or  
25 Indianapolis.

26 16. It is true that I jointly own a home in La Verne, California with my wife and also  
27 own a home in Big Bear where I have done some of my training. However, I do not live with  
28

1 my wife full time for a number of reasons, including the demands of my career, and consider Las  
2 Vegas to be my primary residence. More importantly, we have maintained the home in  
3 California because one of my children was in school at the time of my move to Nevada, and we  
4 did not want to upset his schedule. Nonetheless, virtually all of the time when the children are  
5 not in school is spent outside of California, and we ultimately do not intend to maintain a  
6 residence in California. Further, even during the school year, I spend much of my time in Las  
7 Vegas while my wife remains in California.  
8

9  
10 **THE NEED FOR A SPEEDY TRIAL**

11 17. I cannot begin to explain how devastating Conte's false allegations have been to  
12 me. I have been a professional athlete my entire adult life, and I believe that I have carved out an  
13 important place for myself in the sport's history. All of my life's work is at risk because of  
14 Conte's lies.  
15

16 18. Further, the next phase of my economic life, after retirement from the sport in the  
17 next few years, will be based upon my career in the ring. I have a brand based upon the highest  
18 reputation for sportsmanship, and that brand is being irreparably tarnished by Conte.  
19  
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28

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 22<sup>nd</sup> day of May 2008.

SHANE D. MOSLEY, SR.

EXHIBIT F

**FILED**

LOS ANGELES SUPERIOR COURT

FEB 14 2003

JOHN A. GLARKE, CLERK

BY STEPHANIE SIANEZ, DEPUTY

Marc T. Little, Esq. (State Bar No. 174132)  
LAW OFFICES OF MARC T. LITTLE  
A Professional Law Corporation  
445 South Figueroa, 26th Floor  
Los Angeles, California 90071  
Telephone: 213/612-7754  
Facsimile: 213/612-7797

Attorney for Plaintiff

*Case assigned  
Judge James  
Chaffert*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

SHANE D. MOSLEY, SR., an individual,  
  
Plaintiff,  
  
vs.  
  
CEDRIC KUSHNER PROMOTIONS, LTD, a  
New York Corporation,  
  
Defendant.

Case No. **BC290412**

**COMPLAINT FOR DAMAGES**

**[ACCOUNT STATED]**

**[Amount Exceeds \$25,000]**

**[Unlimited Civil Case]**

For a cause of action against Cedric Kushner Promotions, Inc., a New York Corporation ("CKP"), Shane D. Mosley, Sr., an individual ("Mosley") alleges as follows:

**GENERAL ALLEGATIONS**

1. Shane D. Mosley, Sr. is an individual residing in the County of Los Angeles, State of California.

2. Cedric Kushner Promotions, Ltd. is a New York Corporation duly organized and existing under the laws of the State of New York with its principal place of business in Southampton, State of New York.

COMPLAINT FOR DAMAGES

CIT/CASE: BC290412 LEA/LEF:  
RECEIPT #: CCM4938023021  
DATE PAID: 02/14/03 11:45:45 AM  
PAYMENT: \$224.50  
RECEIVED:  
CHECK: 224.50  
CASH:  
CHANGE:  
CARD:

**FIRST CAUSE OF ACTION**

**[Account Stated]**

3. Mosley realleges and incorporates by reference the allegations contained in paragraphs 1 through 2 above as if fully set forth herein.

4. On or about October 13, 1998, as amended by letter agreements dated August 2, 1999 and September 18, 2000, Mosley entered into a multi-fight agreement whereby he contracted with CKP to render his personal services as a professional fighter.

5. On or about October 31, 2001, Mosley and CKP entered into a Separation Agreement whereby the multi-fight agreement was terminated. However, Mosley was obligated to render his services in connection with one additional fight. That fight was "Sugar" Shane Mosley vs. Vernon Forrest which was held at Madison Square Garden in New York on January 26, 2002.

6. Mosley fulfilled his obligation under the written agreement and received compensation from the broadcast licensing fee due under the multi-fight agreement from CKP in the amount of \$1,244,000.00.

7. On or about January 25, 2001, CKP agreed in writing to account and pay Mosley his 80% share of the net profits within 30 days after the fight. Revenues would be derived from foreign broadcast licensing fees, sponsorship revenue and ticket sales ("Ancillary Revenue").

8. On or about March 10, 2001, at Los Angeles, California, an account was stated in writing by and between Mosley and CKP and on such statement a balance of \$660,359.30 was due to Mosley from CKP. CKP agreed to pay to Mosley said balance. [A copy of the account is attached hereto as Exhibit A and made a part hereof.]

9. On or about June 1, 2002, CKP paid Mosley \$50,000.00 toward his share of the net profits.

10. Although demanded by Mosley from CKP, the agreed upon balance has not been paid in full.

11. There is now due, owing, and unpaid from CKP to Mosley the sum of \$610,359.30.

---

COMPLAINT FOR DAMAGES

1 together with interest thereon from and after March 10, 2001.

2 WHEREFORE, Mosley prays judgment as follows:

- 3 1. For the sum of \$610,359.30.
- 4 2. For interest on such sum at the legal rate per year from and after March 10, 2001.
- 5 3. For attorney fees in an amount to be determined at trial.
- 6 4. For costs of suit herein incurred.
- 7 5. For such other and further relief as the court may deem proper.

8 Dated: February 14, 2003

LAW OFFICES OF MARC T. LITTLE, P.C.

9  
10 

11 MARC T. LITTLE, ESQ.  
12 Attorney for Plaintiff  
13 Shane D. Mosley, Sr.  
14  
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020126

Shane Mosley vs. Vernon Forrest

Madison Square Garden

**INCOME**

	<b>PAYOR</b>	<b>\$AMOUNT</b>
TV Rights Fee (Domestic)	HBO	\$4,100,000.00
TV Rights Fee (Foreign)	HBO	\$240,000.00
Sponsorship	Anheuser Busch	\$75,000.00
Box Office	Madison Square Garden	\$503,523.05
	<b>TOTAL INCOME:</b>	<b>\$4,918,523.05</b>

**EXPENSES**

	<b>PAYEE</b>	<b>MEMO</b>	<b>\$AMOUNT</b>
Agent/Booking/Consultants	Henry Olgesby	Booking Smith	\$500.00
	Bobby Hitz	Booking Drake	\$500.00
	Robert Mittleman	Booking Curiel	\$500.00
License Fees	WBC	Sanctioning fees	\$21,150.00
	NABO	Sanctioning fees	\$3,800.00
Purse/Boxer	Vernon Forrest	Purse	\$1,250,000.00
	Al Cole	Partial Purse	\$5,500.00
	Bulldog Boxing	Balance Purse	\$3,500.00
	Henry Foster	Williams Purse	\$6,500.00
	PAC Promotions	Acevado Purse	\$4,500.00
	Marvin Smith	Purse	\$3,600.00
	Tokunbo Olajide	Purse	\$7,500.00
	Jason Gethers	Purse	\$1,000.00
	Israel Garcia	Purse	\$1,000.00
	Fred Curiel	Purse	\$7,500.00
	Kenito Drake	Purse	\$3,500.00
	Jose Celaya* includes sanctioning fee	Purse	\$12,500.00
Television Production Costs	Audio + Video	Dubbing	\$11.93
	Audio + Video	Dubbing	\$11.93
	HBO	Tech Costs	\$6,500.00
	NY State	TV Taxes	\$33,971.00
Travel -Airfare	Your Ticket Travel	Forrest	\$3,325.00
	Austin Travel	Tickets on account	\$28,756.41
	Haymon Delevopement	Forrest	\$4,365.00
Ground Transportation	Live Star Entertainment	Boxers to/from hotel	\$6,621.00

020126

Shane Mosley vs. Vernon Forrest

Madison Square Garden

	Henry Olesby	Smith Travel	\$400.00
	Marc Neels		\$50.00
	Masada Limio		\$4,462.50
	LF Van Putten		\$417
	Tom Kaczmarek		\$189.20
	Haymon Development	Forrest	\$1,500.00
Lodging	Flatotel		\$39,843.85
	Edison Hotel		\$8,425.96
	Rego Royal		\$5,860.40
Meals	Henry Foster		\$80.00
	Marc Neels		\$120.00
	Haymon Development		\$1,750.00
	Food Per Diem		\$2,000.00
	Mosley		\$2,750.00
Doctors & Medicals	Bill Latham	Fee	\$500.00
	Bill Latham	Ringside Meds	\$100.00
	Gerard Verlotta	Fee	\$500.00
	Gerard Verlotta	Ringside Meds	\$125.00
	Robert Hirsch	Ambulance	\$350.00
	Henry Foster	William Meds	\$175.00
	John Taylor	Meds	\$337.00
	Steve Gelfard	Fee	\$500.00
	Steve Gelfard	Ringside Meds	\$75.00
Judges/Refs/ Officials/Staffing	WBC	Officials Fee	\$12,750.00
	Jim Smith	Referee	\$800.00
	Mike Ortega	Referee	\$800.00
	Luis Rivera	Judge	\$500.00
	Tony Paolillo	Judge	\$500.00
	Steve Weisfeld	Judge	\$500.00
	Don Ackerman	Judge	\$500.00
	Cathy Paolillo	Timekeeper	\$250.00
	Marc Neels	Supervisor	\$250.00
	Buffer Enterprises	Ring Announcer	\$5,829.50
	LF Van Putten	Supervisor	\$500.00
	New York State	Temp Work Permits	\$40.00
	Ron Squire		\$150.00
	Aaron Silver		\$175.00
		TOTAL EXPENSES:	\$1,510,667.68

020126

Shane Mosley vs. Vernon Forrest

Madison Square Garden

TOTAL PROFIT:	\$3,407,855.37
20%CKP:	\$681,571.07
80%MOSLEY	\$2,726,284.30
Less Tickets:	(\$5,925.00)
Less Sanctioning Fee:	(\$60,000.00)
Less Purse paid:	(\$1,244,000.00)
Less Management fee paid:	(\$756,000.00)
TOTAL MOSLEY SHARE:	\$660,359.30

982.2(b)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Marc T. Little 445 S. Figueroa St., Ste. 2600 Los Angeles, CA 90071		FOR COURT USE ONLY  <b>FILED</b> LOS ANGELES SUPERIOR COURT  FEB 14 2003  JOHN A. CLARKE, CLERK <i>Stephanie Sianez</i> BY STEPHANIE SIANEZ, DEPUTY
TELEPHONE NO.: 213-612-7754 FAX NO.: 213-612-7797 ATTORNEY FOR (Name): Plaintiff, Shane D. Mosley, Sr.		
INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY: LOS ANGELES SUPERIOR COURT CENTRAL DISTRICT		
CASE NAME: MOSLEY vs. CEDRIC KUSHNER PROMOTIONS		CASE NUMBER:  ASSIGNED JUDGE: <b>SC 290412</b>
<b>CIVIL CASE COVER SHEET</b> <input type="checkbox"/> Limited <input checked="" type="checkbox"/> Unlimited		
<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)		

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:
- |  |  |   |
|--|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08)<br><input type="checkbox"/> Defamation (e.g., slander, libel) (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input type="checkbox"/> Wrongful termination (36) | <input type="checkbox"/> Other employment (15)<br><b>Contract</b><br><input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (e.g., quiet title) (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11) | <input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39)<br><b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 1800-1812)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Claims involving mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Toxic tort/Environmental (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|--|---|
2. This case ☐ is ☒ is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial post-disposition judicial disposition |
|--|--|
3. Type of remedies sought (check all that apply):  
 a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): one
5. This case ☐ is ☒ is not a class action suit.
- Date: February 14, 2003

Marc T. Little  
 (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

SHORT TITLE: <u>Mosley v Cedric Kushner Prom.</u>	CASE NUMBER: <u>BC290412</u>
---	------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required in all new civil case filings in the Los Angeles Superior Court**

I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 2 ☐ HOURS/ ☒ DAYS.

II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to No. III, Pg. 4):

- 1 After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column 1, the Civil Case Cover Sheet case type you selected.
- 2 Check one Superior Court type of action in Column 2 below which best describes the nature of this case.
- 3 In Column 3, circle the reason for the court location choice that applies to the type of action you have checked.

**Applicable Reasons for Choosing Courthouse Location (See Column 3 below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central/Other county, or no Bodily Inj/Prop.Damage
3. Location where cause of action arose
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

4 Fill in the information requested on page 4 in item III; complete item IV. Sign the certificate.

	-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Dam./Wrongful Death Is this an uninsured motorist case? <input type="checkbox"/> Yes <input type="checkbox"/> No	1., 2., 4.
	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestosis - Personal Injury/Wrongful Death	2. 2.
Other PI/PD/WD Tort	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other PI/PD/WD (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/PD/WD (e.g., assault, vandalism, etc.)	1., 2., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 2., 3.
		<input type="checkbox"/> A7271 Negligent Infliction of Emotional Distress	1., 2., 3.
Non-PI/PD/WD Tort		<input type="checkbox"/> A7220 Other Personal Injury/Property Dam./Wrongful Death	1., 2., 4.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION** LASC Rule 2.0

SHORT TITLE: <u>Mosley v Cedra Kushner Prom.</u>		CASE NUMBER
-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Prof. Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Wrongful Termination (35)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) * (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not UD or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff(no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A8009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Emnt Dom/Inv. Cond. (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not em. domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration Award (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm Arbitration	2., 5.

## CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

LASC Rule 2.0

Judicial Review (Cont'd.)

Provisionally Complex Litig.

Enforcement of Judgment

Misc. Civ. Cmplts

Misc. Civil Petitions

SHORT TITLE: <u>Mosley v Cedric Kushner Prom</u>		CASE NUMBER
-1- Civil Case Cover Sheet Category No.	-2- Type of Action (Check only one)	-3- Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
OTH. Jud. Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Reg. (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litig. (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Tox. Tort/Environm (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Ins Coverage Clms from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership/Corp. Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9 2., 3., 9 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: <u>Mosley v Cedric Kushner Prom.</u>	CASE NUMBER
---	-------------

-4-

III. Statement of Location: Enter the address of the accident, party residence or place of business, performance, or other circumstance indicated in No. II., item 3 on Page 1 as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER ITEM 3, WHICH APPLIES IN THIS CASE			ADDRESS:
<input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			<u>445 S. Figueroa St, Ste 2000</u>
CITY: <u>LA</u>	STATE: <u>CA</u>	ZIP CODE: <u>90071</u>	

IV. Certificate/Declaration of Assignment: The undersigned hereby certifies and declares that the above entitled matter is properly filed for assignment to the Los Angeles courthouse in the Central District of the Los Angeles Superior Court under Section 392 et seq., Code of Civil Procedure and Rule 2(b), (c) and (d) of this court for the reason checked above. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration was executed on 2/14/03 at Los Angeles California.

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

### New Civil Case Filing Instructions

This addendum form is required so that the court can assign your case to the correct courthouse location in the proper district for filing and hearing. It satisfies the requirement for a certificate as to reasons for authorizing filing in the courthouse location, as set forth in Los Angeles Superior Court Local Rule 2.0. It must be completed and submitted to the court along with the Civil Case Cover Sheet and the original Complaint or Petition in ALL civil cases filed in any district (including the Central District) of the Los Angeles County Superior Court. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

**PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk (Summons forms available at the Forms Counter.).
3. Civil Case Cover Sheet form required by California Rule of Court 982.2(b)(1), completely filled out (Cover Sheet forms available at the Forms Counter).
4. This "Addendum to Civil Case Cover Sheet" form [Superior Court Form Number 982.2(b)(1)A, revised 7/99], completely filled out (Item II. does not apply in limited civil cases) and submitted with the Civil Case Cover Sheet.\*
5. Payment in full of the filing fee (unless filing on behalf of state or local government or no fee is due for the type of case being filed) or an Order of the Court waiving payment of filing fees in forma pauperis (fee waiver application forms available at the Filing Window)
6. In case of a plaintiff or petitioner who is a minor under 18 years of age, an Order of the Court appointing an adult as a guardian ad litem to act on behalf of the minor (Guardian ad Litem Application and Order forms available at the Forms Counter).
7. Additional copies of documents presented for endorsement by the Clerk and return to you.

\* With the exception of unlimited civil cases concerning property damage, bodily injury or wrongful death occurring in this County, Labor Commissioner Appeals, and those types of actions required to be filed in the Central District by Local Court Rule 2(b), all unlimited jurisdiction civil actions may be optionally filed either in the Central District or in whichever other court location the rule would allow them to be filed. When a party elects to file an unlimited jurisdiction civil action in Central District that would also be eligible for filing in one or more of the other court locations, this form must still be submitted with location and assignment information completed.

EXHIBIT G

Hartford O. Brown, Esq., SBN 190507  
Michael J. Riley, Esq., SBN 170006  
KLINEDINST PC  
777 S. Figueroa St., 47th Floor  
Los Angeles, California 90017  
(213) 607-2115/FAX (213) 607-2116

Attorneys for Defendants and Cross-  
Complainants  
SHANE MOSLEY AND JIN MOSLEY

**FILED**  
LOS ANGELES SUPERIOR COURT  
JUL 07 2008  
JOHN A. OLIVINE, CLERK  
BY D. LLOYD, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

TERRIER CORP., a Colorado  
Corporation d/b/a PLAYGROUND  
WAREHOUSE,

Plaintiff,

v.

SHANE MOSLEY, an individual, JIN  
MOSLEY, an individual; and DOES 1  
through 50, inclusive,

Defendants.

Case No. KC050549

**FIRST AMENDED CROSS-COMPLAINT OF  
DEFENDANT/CROSS-COMPLAINANT  
SHANE MOSELY**

1. **Factual Allegations Common to All Causes of Action.**
2. **Breach of Contract**
3. **Negligence**
4. **Fraudulent Misrepresentation**
5. **Money Had and Received and Unjust Enrichment**

Trial Date July 7, 2008  
Dept: R  
Judge: Honorable Robert A. Dukes  
Complaint Filed:

Cross-Complainants JIN MOSLEY and SHANE MOSLEY, (collectively the "Mosleys")  
by their attorneys, KLINEDINST PC, as and for their Cross-Complaint against Cross-Defendant  
TERRIER CORP., a Colorado corporation, d/b/a PLAYGROUND WAREHOUSE ("Terrier"),  
allege as follows:

**INTRODUCTION**

1. Pursuant to Business and Professions Code Section 7031 (b), Cross-Complainants  
request leave to file a First Amended Cross-Complaint setting forth a Cause of Action for return

1 of all compensation paid to Cross-Defendants, who did not have a valid contractors license.

2 2. Cross-Complainant JIN MOSLEY along with her husband, Cross-Complainant  
3 SHANE MOSLEY, purchased a luxury playground set from Terrier. The Mosleys agreed to  
4 purchase the playground set upon receiving Terrier's promises to properly install and deliver it.

5 3. Terrier represented to the Mosleys that it could install and deliver the playground  
6 set in perfect condition and in a timely manner as the playground set was the central focus of an  
7 upcoming birthday party that the Mosleys had planned for their son.

8 4. Upon the installation of the playground set, Terrier caused severe damage to the  
9 Mosleys' premises through its gross negligence. Simply put, Terrier damaged the Mosleys'  
10 sprinkler system, caused severe water damage to the yard, failed to deliver in a timely manner,  
11 and failed to deliver all the materials that the Mosleys had ordered. The damage to the premises  
12 would never have happened had Terrier properly performed the installation.

13 5. To date, the Mosleys have not been compensated for the damages they suffered as  
14 a direct result of Terrier's negligence, fraudulent misrepresentations, and breach of contract.

15 **THE PARTIES**

16 6. Cross-Complainant JIN MOSLEY along with her husband, Cross-Complainant  
17 SHANE MOSLEY, are individuals residing in the City of La Verne, County of Los Angeles,  
18 California.

19 7. On information and belief, Terrier is a Colorado corporation doing business in the  
20 County of Los Angeles, California.

21 **FACTUAL ALLEGATIONS**

22 **COMMON TO ALL CAUSES OF ACTION**

23 8. On or about March 27, 2006, the Mosleys sought to purchase a playground set for  
24 their children.

25 9. The Mosleys inquired about and sought information from Terrier regarding  
26 various playground sets that it advertised and sold.

27 10. The Mosleys had certain prerequisites that needed to be met before they were  
28 willing to purchase a playground set from Terrier.

11. Prior to purchase, the Mosleys required confirmation from Terrier that it could guarantee the following:

- i. The playground set would be delivered and installed prior to Saturday, May 27, 2006, as the Mosleys had planned a birthday party for their son in their backyard on that day;
- ii. Terrier would properly level the ground surrounding the playground set, as the landscape in the Mosleys' backyard necessitated same;
- iii. The installation would be done at a specific location and placed at a specific angle in the Mosleys' backyard, so as to conform with the Mosleys' homeowners association guidelines;
- iv. The installation of the playground set would not interfere with the Mosleys' backyard, apart from the space needed to place the playground set, as they had invested significant time and money on the areas of the backyard not implicated in the installation of the playground set;
- v. The installation of the playground set would not interfere with the Mosleys' sprinkler system; and
- vi. To the extent necessary, Terrier would remove bushes, plants, trees, and flowers which impeded the installation of the playground set and replant same in an aesthetically pleasing manner.

12. The Mosleys would not have purchased the playground set, but for Terrier's promise to guarantee performance on all items referenced in Paragraph 10 herein.

13. Accordingly, the Mosleys specifically requested assurances from Terrier that the guarantees referenced in Paragraph 10 herein would be performed by Terrier.

14. Terrier assured the Mosleys that it would:  
Deliver and install the playground set significantly prior to Saturday, May 27, 2006;

KLINEDINST PC  
777 S. FIGUEROA ST., 47TH FLOOR  
LOS ANGELES, CALIFORNIA 90017

2. Level the ground surrounding the playground set to the extent necessary in order to install the playground set and have it function in a safe manner;
3. Install the playground set pursuant to the Mosleys' direction, and install the playground set in a location in conformance with the Mosleys' homeowners association guidelines;
4. Install the playground set without interfering with the Mosleys' backyard, apart from the space needed to place the playground set;
5. Install the playground set without damaging the Mosleys' sprinkler system; and
6. Remove bushes, plants, trees, and flowers to install the playground set, and replant same in an aesthetically pleasing manner.

15. The Mosleys reasonably relied upon Terrier's promises, guarantees, and assurances.

16. In reliance upon Terrier's promises, guarantees, and assurances, the Mosleys entered into an agreement with Terrier to purchase the playground set and additional rubber mulch. The Mosleys and Terrier also agreed that Terrier would deliver and install same.

17. However, at the time that Terrier made the promises, guarantees, and assurances as set forth in Paragraph 13 above, Terrier knew that it could not live up to those promises, guarantees, and assurances. In short, Terrier made material, false representations to the Mosleys in order to induce them to agree to purchase the playground set.

18. Additionally, the Mosleys have learned that additional statements made by Terrier in a further effort to induce the Mosleys into purchasing the playground set were false, and, upon information and belief, were made with the specific intention of misleading the Mosleys. In particular, Terrier falsely represented to the Mosleys that John Travolta and other celebrities had recently purchased the same playground set.

19. The Mosleys reasonably relied upon these representations in agreeing to purchase the playground set from Terrier.

20. Although the Mosleys had requested immediate delivery, Terrier did not begin to

1 deliver the playground until Monday, May 22, 2006, after the Mosleys placed numerous  
2 telephone calls to Terrier demanding reassurances that the installation would be completed prior  
3 to May 27, 2006.

4 21. Upon delivery, Terrier began to install the playground in a manner that was  
5 directly contrary to the Mosleys' instructions, as Terrier placed it in an area of the backyard that  
6 was not in conformance with the Mosleys' homeowners association guidelines.

7 22. Furthermore, Terrier began installing the playground set at an incorrect angle,  
8 which also failed to comply with the Mosleys' home owners association guidelines and the  
9 parties' prior agreement.

10 23. The Mosleys demanded that Terrier either remove the playground set completely  
11 and accept its return, or re-install the playground set at the previously agreed upon location and  
12 angle.

13 24. Terrier agreed to re-install the playground set at the agreed upon location and  
14 angle.

15 25. However, Terrier failed to properly level the grounds surrounding the playground  
16 set, despite its prior promise, guarantee, and assurances that it would do so.

17 26. The Mosleys complained to Terrier that the playground was not level.

18 27. Although Terrier had promised, guaranteed, and assured the Mosleys that it would  
19 be able to install the playground set on a hill and level the landscape on the hill to the extent  
20 necessary for a safe installation, Terrier's employees only brought shovels to perform this work,  
21 which were insufficient to safely install the playground on a hill as it had agreed to do.

22 28. Because it was unable to do so, Terrier asked the Mosleys to obtain a plow truck  
23 to excavate the hill, and advised the Mosleys that they would supervise the excavation.

24 29. Accordingly, the Mosleys obtained a plow truck to perform the excavation work  
25 under the direct supervision of Terrier.

26 30. Terrier agreed to pay for this additional excavation work.

27 31. In the course of the installation, Terrier negligently broke one of the Mosleys'  
28 sprinkler heads in their backyard.

32. The broken sprinkler head caused severe flooding in the yard which was foreseeable.

33. In the course of the installation, Terrier also negligently installed the playground set on top of another sprinkler head.

34. The negligent installation caused severe water damage to the Mosleys' yard and a massive amount of flooding underneath the playground set.

35. As a direct result of Terrier's gross negligence and other breaches, the Mosleys were required to hire an individual to dig under the playground set and retrieve the sprinkler, as the playground set and the yard were flooding.

36. The water damage caused by Terrier's gross negligence and other breaches forced the Mosleys to cancel the birthday party planned for their son.

37. When Terrier made the representations referenced in Paragraphs 13 and 17 above, it knew them to be false and made those representations with the intent to deceive and defraud the Mosleys, and to induce the Mosleys to act in reliance upon those representations in the manner alleged herein, or with the expectation that the Mosleys would so act.

38. At the time these representations were made by Terrier and at the time the Mosleys took the actions herein alleged, the Mosleys were justifiably ignorant of the falsity of Terrier's representations and believed them to be true. In reliance upon these representations, the Mosleys were induced to enter into the false and unconscionable agreement, and order the playground set along with the rubber mulch. Had the Mosleys known these representations to be false, they would not have taken such action. The Mosleys' reliance upon Terrier's representations was justified.

39. As a proximate result of Terrier's fraudulent conduct, the Mosleys were required to pay at least \$10,000 for repairs.

40. The aforementioned conduct of Terrier amounts to intentional misrepresentations, known by Terrier to be false, and made with the intention of depriving the Mosleys of property, money, and legal rights, or otherwise causing injury to the Mosleys, and was despicable conduct that subjected the Mosleys to a cruel and unjust hardship in conscious disregard of the Mosleys'

rights, so as to justify an award of exemplary and punitive damages.

41. In addition to the playground set, the Mosleys purchased, inter alia, seven (7) bags of rubber mulch to cover the area around and under the playground set.

42. Terrier only delivered three (3) bags of rubber mulch, and so the Mosleys are still owed four (4) bags of rubber mulch pursuant to their agreement with Terrier.

**FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

43. The Mosleys repeat and reallege the allegations contained in all preceding Paragraphs as if fully and completely set forth herein.

44. The Mosleys entered into a contract with Terrier on or about March 27, 2006.

45. The essential terms of the agreement called for Terrier to provide, inter alia, a playground set with wood roofs, seven (7) bags of rubber mulch, and to deliver and install the playground set prior to May 27, 2006 in the manner agreed upon between the Mosleys and Terrier.

46. Terrier breached the agreement by, inter alia, failing to satisfactorily install the playground set in the manner agreed upon between the Mosleys and Terrier, and by not providing the requisite amount of mulch.

47. The Mosleys performed all obligations to Terrier except those obligations that the Mosleys were excused from performing.

48. The Mosleys suffered damages caused by Terrier's breach of the agreement.

49. Based upon the foregoing breach of contract, Terrier is liable to the Mosleys in an amount to be determined at trial, but in no event less than \$10,000.

50. The Mosleys are entitled to attorneys fees incurred in enforcing the foregoing agreement. The Mosleys have retained KLINEDINST PC, to represent their interests.

**SECOND CAUSE OF ACTION**

**NEGLIGENCE**

51. The Mosleys repeat and reallege the allegations contained in all preceding Paragraphs as if fully and completely set forth herein.

52. Terrier owed a duty to the Mosleys to exercise ordinary or reasonable care in the delivery and installation of the playground set.

53. Terrier failed to exercise ordinary or reasonable care in the installation of the playground set.

54. Terrier's failure to exercise ordinary or reasonable care in the installation of the playground set was the proximate cause of, inter alia, water damage and flooding to the Mosleys' yard.

55. Based upon the foregoing negligence, Terrier is liable to the Mosleys in an amount to be determined at trial, but in no event less than \$10,000.

### THIRD CAUSE OF ACTION

#### FRAUDULENT MISREPRESENTATION

56. The Mosleys repeat and reallege the allegations contained in all preceding Paragraphs as if fully and completely set forth herein.

57. Based upon the foregoing fraud, Terrier is liable to the Mosleys in an amount to be determined at trial, but in no event less than \$10,000.

58. The Mosleys are also entitled to punitive damages in an amount to be determined at trial.

### FOURTH CAUSE OF ACTION

#### MONEY HAD AND RECEIVED AND UNJUST ENRICHMENT

59. Cross-Complainants incorporate the allegations of all the foregoing paragraphs by reference, as if fully set forth herein.

60. Cross-Defendant, by the actions alleged above, have collected Twenty Thousand Dollars (\$20,000.00) from Cross-Complainants for installation of a structure, for which they were required to have a Contractor's License.

61. Cross-Defendants did not, and do not, have a valid contractor's license or specialty contractor's license, which is required by Business and Professions Code Section 7026.

62. As a result of Cross-Defendants violations of the Business and Professions Code, it has unjustly enriched itself at the expense of Cross-Complainants.

63. Cross-Defendant's retention of money gained through their unlawful practice is unjust. In addition, Business and Professions Code Section 7031 (b) authorizes an action against an unlicensed contractor to "recover all compensation paid to the unlicensed contractor for performance of any act or contract."

64. Cross-Complainants are therefore entitled by statute to the return of the deposit paid to Cross-Defendant.

65. To prevent unjust enrichment, defendants should be required to identify, account for, fully refund, and provide restitution of its ill-gotten gains including interest collected to Cross-Complainants. Cross-Defendant should be ordered to refund all sums paid by Cross-Complainants to them, together with interest thereon.

WHEREFORE, the Mosleys demand judgment against Terrier as follows on all Causes of Action:

1. Compensatory damages according to proof at trial, but in no event less than \$10,000;
2. Punitive damages on the Mosleys' cause of action for fraud;
3. Attorneys fees;
4. Return of the deposit and interest thereon, pursuant to Business and Professions Code Section 7031 (b);
5. Costs of suit; and
6. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

KLINEDINST PC

DATED: July 3, 2008

By: 

HARTFORD O. BROWN

MICHAEL J. RILEY

Attorneys for Defendants/Cross-Complainants  
SHANE MOSLEY and JIN MOSLEY

EXHIBIT H

1 JOHN M. HARMATA SBN 131668  
HARMATA & ASSOCIATES, APLC  
2 550 West "C" Street, Suite 1960  
San Diego, CA 92101  
3 Tel: (619) 233-4711  
Fax: (619) 231-1389

4  
5 Attorney for Plaintiff.

**FILED**  
LOS ANGELES SUPERIOR COURT

MAY 04 2007

JOHN A. CLARKE, CLERK

BY E. LEON, DEPUTY

6  
7 **SUMMONS ISSUED & FILED**

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

9 EAST DISTRICT

10 TERRIER CORP., a Colorado corporation dba  
11 PLAYGROUND WAREHOUSE,

12 Plaintiff,

13 v.

14 SHANE MOSLEY, an individual; JIN MOSLEY, an  
15 individual; and DOES 1 through 50, inclusive,

16 Defendants.

CASE NO: **KC050549 R**

**COMPLAINT FOR BREACH OF  
CONTRACT**

[Amount Demanded Exceeds  
\$10,000.00]

**CASE ASSIGNED FOR  
ALL PURPOSES TO  
JUDGE ROBERT A. DUKES  
DEPT. R**

17  
18  
19  
20 **I.  
INTRODUCTORY ALLEGATIONS**

21 **Jurisdiction and Venue**

22 1. This is a complaint for money damages over \$10,000 exclusive of costs and interest.  
23 This court has jurisdiction over this action and venue is proper because Defendants, and each of  
24 them, reside in the City of La Verne, County of Los Angeles, California.

25 2. Plaintiff is a Colorado corporation doing business in the County of Los Angeles,  
26 California.

27 3. Plaintiff alleges that Defendants SHANE MOSLEY and JIN MOSLEY  
28 individuals who reside in the City of La Verne, County of Los Angeles, California.

CITY/ASE: KC050549 LEA/0011  
RECEIVED: MAY 15 11 09 AM  
DATE PAID: 05/04/07 03:02 PM  
PAYMENT: \$320.00  
CHECK: 320.00  
CASH:  
CHANGE:  
CARD:

1 ////  
 2 ////  
 3 4. Plaintiff is unaware of the true names and capacities of the defendants named herein  
 4 as DOES 1 through 50 inclusive, and therefore sues them pursuant to California Code of Civil  
 5 Procedure Section 474 and alleges on information and belief that each such fictitiously named  
 6 defendant was legally responsible for Plaintiff's damages as alleged in this complaint.

7 5. Plaintiff alleges on information and belief that each of the defendants, including  
 8 DOES 1 through 50 inclusive, at all pertinent times:

- 9 a. Was the employee or agent of each defendant;
- 10 b. Acted within the scope of such employment or agency with the complete
- 11 knowledge, consent and authority of the defendants; and
- 12 c. Was responsible in some way for Plaintiff's damages.

13 6. Plaintiff alleges on information and belief that each of defendants DOES 1 through  
 14 50 inclusive at all pertinent times was the partner, joint-venturer, principal or owner of the named  
 15 defendants.

## 16 II. 17 FIRST CAUSE OF ACTION

### 18 (BREACH OF WRITTEN CONTRACT against all Defendants)

19 7. Plaintiff realleges and incorporates by reference all preceding paragraphs as though  
 20 fully set forth herein.

21 8. On or about May 15, 2006, Defendants, and each of them, and Plaintiff reached a  
 22 written agreement, whereby Defendants, and each of them, agreed to purchase a playground set, and  
 23 the delivery and installation thereof, from Plaintiff. Plaintiff delivered and installed said playground  
 24 set. Despite Plaintiff's demands, Defendants, and each of them, refused and failed to tender the  
 25 agreed purchase price to Plaintiff for the playground set, and delivery and installation thereof,  
 26 thereby breaching the agreement.

27 9. Plaintiff performed all things required of it by the contract except where performance  
 28

1 /////

2 /////

3 was prevented or excused.

4 10. As a legal result of this breach, Plaintiff has been damaged in an amount in excess  
5 of \$45,000.00 according to proof.

6 11. Pursuant to the terms of said agreement, Plaintiff is entitled to attorney's fees incurred  
7 in enforcing the foregoing agreement. Plaintiff has retained Harmata & Associates, A Professional  
8 Law Corporation, to represent its interests.

9

10

**III.  
SECOND CAUSE OF ACTION**

11

12

**(REASONABLE VALUE FOR GOODS OR SERVICES RENDERED against all Defendants)**

13

14

12. Plaintiff realleges and incorporates by reference paragraphs 1 through 6 inclusive  
as though fully set forth herein.

15

16

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13. Within four years last past, on or about May 15, 2006, Defendants, and each of  
them, became indebted to Plaintiff for merchandise, goods and/or services rendered to  
Defendants, and each of them. The reasonable value of said goods and/or services is in the sum  
of \$50,000.00 according to proof.

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WHEREFORE, Plaintiff prays judgment as follows:

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On the First Cause of Action for Breach of Contract:

1. For damages in excess of \$45,000 in a sum according to proof;
2. For attorney fees incurred herein;
3. For costs of suit incurred herein; and
4. For such other and further relief as the court deems proper.

On the Second Cause of Action for Reasonable Value of Goods Sold or Services

Rendered:

1. For damages in excess of \$45,000 in a sum according to proof;
2. For attorney fees incurred herein;

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3 3. For costs of suit incurred herein; and

4 4. For such other and further relief as the court deems proper.

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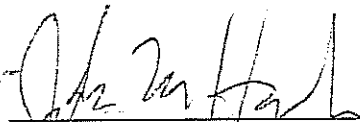
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HARMATA & ASSOCIATES, APLC

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8 Dated: May 2, 2007

By:

  
\_\_\_\_\_  
John M. Harmata  
Attorney for Plaintiff

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HARMATA & ASSOCIATES  
550 West "C" Street  
Suite 1950  
San Diego, CA 92101  
(619) 233-4711

Printed on Recycled Paper

SUM-100

# SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

SHANE MOSLEY, an individual; JIN MOSLEY, an individual; and  
DOES 1 through 50, inclusive.

## YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

TERRIER CORP., a Colorado corporation dba PLAYGROUND  
WAREHOUSE

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

# FILED

LOS ANGELES SUPERIOR COURT

MAY 04 2007

JOHN A. CLARKE, CLERK

BY E. LEON, DEPUTY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court, Pomona Courthouse South  
400 Civic Center Plaza  
Pomona, CA 91766

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

John M. Harmata & Associates, APLC  
550 West "C" Street, Suite 1960, San Diego, CA 92101

CASE ASSIGNED FOR

ALL PURPOSES

JUDGE ROBERT A. DUKES

DEPT. R

KC050549

R

DATE:

(Fecha) MAY 04 2007

JOHN A. CLARKE

Clerk, by

(Secretario)

E. LEON

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para probar la entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):



Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): John M. Harmata, SBN 131668 Harmata & Associates, APLC 550 West "C" Street, Suite 1960 San Diego, CA 92101 TELEPHONE NO.: 619-233-4711 FAX NO.: 619-231-1389 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY  <h1 style="margin: 0;">FILED</h1> LOS ANGELES SUPERIOR COURT  MAY 04 2007  JOHN A. CLARKE, CLERK  BY E. LEON, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: 400 Civic Center Plaza CITY AND ZIP CODE: Pomona, CA 91766 BRANCH NAME: East District, Pomona Courthouse South		CASE NUMBER: <h2 style="margin: 0;">KC050549</h2>  JUDGE:  DEPT:	
CASE NAME: TERRIER CORP. v. SHANE MOSLEY, et al.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Type of remedies sought (check all that apply):  
 a. ☒ monetary    b. ☐ nonmonetary; declaratory or injunctive relief    c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 2, 2007

John M. Harmata

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE:  
 TERRIER CORP. dba PLAYGROUND WAREHOUSE v. MOSLEY et al.

CASE NUMBER

**KC050549**

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 03 ☐ HOURS/ ☒ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District.      | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.  | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                      | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                    | 10. Location of Labor Commissioner Office.                 |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
<b>Non-Personal Injury/Property Damage/Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)SHORT TITLE:  
TERRIER CORP. dba PLAYGROUND WAREHOUSE v. MOSLEY et al.

CASE NUMBER

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

SHORT TITLE: TERRIER CORP. dba PLAYGROUND WAREHOUSE v. MOSLEY et al.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 8. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

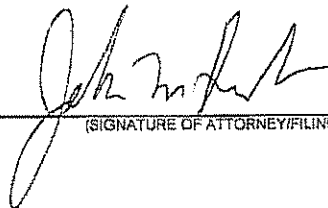
SHORT TITLE: TERRIER CORP. dba PLAYGROUND WAREHOUSE v. MOSELY et al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS: 5212 Clayton Court
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		
CITY: La Verne	STATE: CA	ZIP CODE: 91750

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Pomona South courthouse in the East District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: May 2, 2007

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT I

DATE: 07/07/08

DEPT. EA R

HONORABLE ROBERT-A. DUKES

JUDGE

D. LLOYD

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

0

M. GARZA

Deputy Sheriff

D. PINEDA

Reporter

9:00 am

KC050549

Plaintiff

Counsel JOHN M. HARMATA (X)

TERRIER CORP.

VS

Defendant

SHANE MOSLEY (X)

Counsel MICHAEL J. RILEY (X)

JIN MOSLEY (X)

5-4-07 AO

NATURE OF PROCEEDINGS:

COURT TRIAL

Cause is called for trial.

Defendant/Cross-Complainant's motion for leave to file First Amended Cross-Complaint, filed this date, is argued and granted. First Amended Cross-Complaint, adding Cause of Action for unjust enrichment (attached to the moving papers as Exhibit A), is filed this date. Denial is deemed entered on behalf of Plaintiff/Cross-Defendant.

The Court has read and considered the Trial Briefs submitted by both sides.

Opening Statement is made by Plaintiff/Cross-Defendant.

Defendant/Cross-Complainant's motion for non-suit is argued and denied without prejudice.

Opening statement is made by Defendant/Cross-Complainant.

Samuel D. Morrison is sworn and testifies for the Plaintiff/Cross-Defendant.

The following Plaintiff/Cross-Defendant's Exhibits are marked for identification only:

ATE: 07/07/08

DEPT. EA R

HONORABLE ROBERT A. DUKES

JUDGE

D. LLOYD

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

.0

M. GARZA

Deputy Sheriff

D. PINEDA

Reporter

9:00 am

KC050549

Plaintiff

Counsel JOHN M. HARMATA (X)

TERRIER CORP.

VS

Defendant

SHANE MOSLEY (X)

Counsel MICHAEL J. RILEY (X)

JIN MOSLEY (X)

5-4-07 AO

**NATURE OF PROCEEDINGS:**

1. Terrier Corp. Warehouse invoice No. 00090301.
2. Terrier Corp. Warehouse invoice No. 00090530.
3. Customer Order Form bearing sales date 5-15-06.
- 4A. Customer Quote Forms bearing sales date 5-9-06.
- 4B. Customer Quote Forms bearing sales date 5-15-06.

Jin Mosley is sworn and examined by Plaintiff/Cross-Defendant pursuant to Section 776 Evidence Code.

The following Defendant/Cross-Complainant's Exhibits are marked for identification only:

102. Invoice of Jack Ramirez and Son.
103. Invoices of Marsan Turf & Irrigation Supply Inc.
104. Receipts from Home Depot.
105. Invoices from Foothill Building Materials Inc.
106. Invoices from John Deere Landscapes.

Shane Mosley is sworn and examined by Plaintiff/Cross-Defendant pursuant to Section 776 Evidence Code.

Lisa Alexander is sworn and testifies for the Plaintiff-Cross-Defendant.

Plaintiff/Cross-Defendant's Exhibits 1, 2, 3, 4A, and 4B, previously marked for identification only, are admitted in evidence.

Plaintiff/Cross-Defendant rests.

ATE: 07/07/08

DEPT. EA R

HONORABLE ROBERT A. DUKES

JUDGE

D. LLOYD

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

0

M. GARZA

Deputy Sheriff

D. PINEDA

Reporter

9:00 am KC050549

Plaintiff

Counsel JOHN M. HARMATA (X)

TERRIER CORP.

VS

Defendant

SHANE MOSLEY (X)

Counsel MICHAEL J. RILEY (X)

JIN MOSLEY (X)

5-4-07 AO

**NATURE OF PROCEEDINGS:**

Defendant/Cross-Complainant's Exhibits 102, 103, 104, 105, and 106, previously marked for identification only, are admitted in evidence.

The following Defendant/Cross-Complainant's Exhibits are admitted in evidence:

- 101. Invoice of Jose Salgado.
- 107. Invoices and Customer Quote Forms from Playground Warehouse.
- 108. Photographs of playground set.

Both sides rest.

The cause is argued.

The Court finds that Plaintiff/Cross-Defendant falls within the exception of Business & Professions Code 7045 and does not need to be a licensed contractor for purposes of assembling a play structure that is not fixed to the ground.

The Court does not find Plaintiff/Cross-Defendant to be in breach of contract.

The Court does not find that Defendant/Cross-Complainant sustained its burden of proof re damages to ground. No fraud was committed by Plaintiff/Cross-Defendant.

EXHIBIT J



ACCOUNT NUMBER  
21755307

DATE DUE  
No Payment Due

AMOUNT DUE  
No Payment Due

**Go Green and save**

Enroll in Auto Bill Pay, email updates  
and paperless billing.

Get a one-time bill credit on your  
DIRECTV bill.

It's that simple.

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## Summary

Statement Date: 06/11/08  
Page 1 of 1 for:  
SHANE MOSLEY  
For Service at:  
5212 CLAYTON CT  
LA VERNE, CA 91750-5919

Previous Balance  
Payments  
Current Charges & Fees  
Adjustments & Credits  
Taxes  
Credit Balance

## Activity

Start	End	Description	Amount
		Previous Balance	
		Payment	
		Current Charges for Service Period 06/10/08 - 07/09/08	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/10	07/09	[REDACTED]	
06/08		[REDACTED]	
06/10		[REDACTED]	
		<b>Fees</b>	
06/11		Additional Receiver	
06/11		Additional Receiver	
06/11		Additional Receiver	
06/11		Additional Receiver	
06/11		Leased Receiver	
06/11		Leased Receiver	
06/11		Leased Receiver	
06/11		Leased Receiver	
06/11		Leased Receiver	
06/11		Leased Receiver	
		Sales Tax	
		<b>CREDIT BALANCE</b>	

To contact us call 1-800-531-5000

**No payment is due at this time.**  
This statement is for your information only.

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Choose from up to 80 games per week. Just 4  
payments of \$49.75. Offer ends 7/13/08.  
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channels 125-199 and order with your  
remote, for as low as \$3.99/movie.  
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friends with the DIRECTV MOVERS  
CONNECTION™.** Bring the best in TV  
entertainment to your new home! Call now  
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877-616-MOVE



DATE DUE  
No Payment Due

ACCOUNT NUMBER

AMOUNT DUE  
No Payment Due

PAYMENT ENCLOSED

☐ Note my change of address on reverse side.  
DO NOT WRITE OTHER COMMENTS ON THIS FORM

#BWNHPWR  
#PBAGEECPG2#  
AT 01 040576 09580B159 A\*\*3DGT  
ATTN: JULIE C LIN

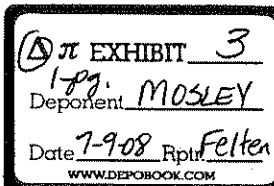
633 W 5TH ST  
LOS ANGELES CA 90071-2005



To sign up for Auto Pay Service, See Reverse.

Do not send cash. Make check or money order payable to:

DIRECTV  
PO BOX 54000  
LOS ANGELES CA 90054-1000



SM176

EXHIBIT K



Undeliverable Mail Only - CI  
P.O. Box 260161  
Baton Rouge LA 70826-0161

Apr. 26 through May 26, 2007  
Page 1 of 4

SHANE MOSLEY  
5212 CLAYTON COURT  
LA VERNE CA 91750-5919

**To Contact Us**

By Phone: 1-800-836-5656  
Para Espanol: 1-800-800-5626  
Hearing Impaired: 1-800-582-0542  
Internet: WWW.CHASE.COM

BEGINNING IN JUNE OF 2007, ANY CHECKS YOU SEND TO THE ADDRESS BELOW MAY BE CONVERTED INTO A ONE TIME ELECTRONIC FUNDS TRANSFER FROM THE ACCOUNT NUMBER ON YOUR CHECK. YOUR BANK ACCOUNT MAY BE DEBITED AS SOON AS THE SAME DAY WE RECEIVE YOUR PAYMENT. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 800-836-5656.

**Home Equity Line of Credit Account Summary**

**NO PAYMENT REQUIRED**

Payment due date		Beginning principal balance 04-26-07	
Minimum payment due		Principal balance as of 05-26-07	
Credit limit			
Available credit		Beginning total balance	
End of draw (advance) period		Advances/debits	
		Payments/credits	
Year to date interest paid		Total balance as of 05-26-07	

**Transactions:**

Post Date	Description	Payments/ Credits (-)	Advances/ Debits (+)	Principal Balance After Transaction
04-26-07	Balance Forward			
04-26-07	Daily Periodic Rate			
05-26-07	FINANCE CHARGE Accrued This Period			
	<b>Total</b>			

CHASE PAYMENT ASSURANCE IS AN OPTIONAL PAYMENT PROTECTION PLAN THAT MAY CANCEL YOUR PAYMENT OF PRINCIPAL AND INTEREST WHILE REDUCING YOUR LOAN BALANCE IN CASE OF AN ACCIDENTAL DEATH, DISABILITY, INVOLUNTARY UNEMPLOYMENT OR LEAVE OF ABSENCE. FOR MORE INFORMATION, CALL 1-800-530-8260.

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continues

EXHIBIT L

Your Account Number

SHANE D MOSLEY  
5212 CLAYTON CT  
LA VERNE CA 91750-5919

More phone numbers  
and info on back of bill

24-Hour Service and Info:

(800) 427-2200 (English)  
(800) 342-4545 (Español)

P.O. Box C

Monterey Park, CA 91756

www.socalgas.com

Date Mailed Jun 06, 2008									
Rate	Climate Zone		Cycle		The Gas Company's Gas Commodity Charges per therm				
Billing Period	Meter	Readings		Difference		Billing			
From To	Number	Prev	Pres	=CCF	x	Factor	=	Therms	
Next Meter Reading Date on or about: Jul 03 2008									

## Summary of Charges

Customer Charge

Baseline

Over Baseline

Gas Charges

State Regulatory Fee

Public Purpose Surcharge

LOS ANGELES County Users Tax

Taxes &amp; Fees on Gas Charges

Total Gas Charges Including Taxes and Fees

Last Payment

Total Current Gas Charges  
Previous Balance

Total Amount

\*\*\*Special Discount\*\*\* You may be eligible for the California Alternate Rates for Energy (CARE) program. For more information and to request an application, please call 1-800-772-5050.

\*\*\*Descuento Especial\*\*\* Usted podría ser elegible para el programa de Tarifas Alternativas para Energía en California (CARE). Para más información y para pedir una solicitud, por favor llame al 1-800-772-5050.

Energy Comparison	This Year Days	Therms	Daily Average	Last Year Days	Therms	Daily Average
Jun						
May						
Apr						

Date Mailed  
Jun 06, 2008

Please bring entire bill if payment is made in person or return stub with your payment by mail

Total Amount Due

Please Do Not Pay

Make Payment To:

Save paper & postage: Pay online at [www.socalgas.com](http://www.socalgas.com)

The Gas Company  
P O Box C  
Mont Pk Ca 91756

SHANE D MOSLEY

633 W 5TH ST  
STE 2700  
LOS ANGELES CA 90071-2061

Your Account Number

EXHIBIT M

JUDD BURSTEIN, P.C.

ATTORNEYS AT LAW

JUDD BURSTEIN  
PETER B. SCHALK\*

MATTHEW G. DEOREO  
ALEXANDER M. LEVY  
JEREMY M. ATTIE

1790 BROADWAY  
NEW YORK, NEW YORK 10019  
(212) 974-2400  
FAX: (212) 974-2944

\*ALSO ADMITTED IN NEW JERSEY

May 28, 2008

**BY E-MAIL AND FEDEX**

Ivo Labar, Esq.  
Kerr & Wagstaffe LLP  
100 Spear Street, Suite 1800  
San Francisco, California 94105

Re: *Mosley v. Conte / Case No. 08-cv-1777 (JSW)*

Dear Ivo:

Pursuant to Judd Burstein, Esq.'s Declaration, dated May 23, 2008, I am writing to provide you with the enclosed list of all of Plaintiff Shane D. Mosley Sr.'s health care providers for the period from January 1, 2002 to the present<sup>1</sup>. Additionally, the contact information for Mr. Mosley's former trainers is as follows: Jack Mosley, c/o Judd Burstein, P.C., 1790 Broadway, Suite 1501, New York, New York 10019, Tel. 212-974-2400 and Joe Goosen, Tel. 818-730-8885.<sup>2</sup>

Separately, enclosed please also find Plaintiff's Request for Production of Documents, Set Two.

Very truly yours,

Jeremy M. Attie

Enclosures

cc: Kim O. Dincel, Esq. (via e-mail)

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<sup>1</sup> HIPAA Authorizations for the Health Care Providers will be provided shortly.

<sup>2</sup> Plaintiff reserves all rights to supplement this list if and when additional information becomes available. Furthermore, by providing this list of Health Care Providers and Trainers, Plaintiff does not waive any privilege, including the attorney-client privilege, the work product doctrine, or any right of privacy, and expressly reserves these privileges, protections and rights. Plaintiff does not in any way waive or intend to waive, but rather is preserving and intends to preserve all objections as to competency, authenticity, relevancy, materiality and admissibility and all rights to object on any grounds to the use in any subsequent proceedings of any of the information contained herein, including, but not limited to, the right to object at the trial of this or any other action.

**MEMORANDUM**  
**PRIVILEGED AND CONFIDENTIAL**

TO: Ivo Labar, Esq.

FROM: Jeremy Attie, Esq.

SUBJECT: *Mosley v. Conte / Case No. 08-cv-1777 (JSW)*

RE: HEALTH CARE PROVIDERS FOR SHANE D. MOSLEY, SR.  
FOR THE PERIOD FROM JANUARY 1, 2002 TO THE PRESENT

DATE: May 28, 2008

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Plaintiff reserves all rights to supplement this list if and when additional information becomes available. Furthermore, by providing this list of Health Care Providers, Plaintiff does not waive any privilege, including the attorney-client privilege, the work product doctrine, or any right of privacy, and expressly reserves these privileges, protections and rights. Plaintiff does not in any way waive or intend to waive, but rather is preserving and intends to preserve all objections as to competency, authenticity, relevancy, materiality and admissibility and all rights to object on any grounds to the use in any subsequent proceedings of any of the information contained herein, including, but not limited to, the right to object at the trial of this or any other action.

**Dr. Robert Olvera**  
MD Bristol Park Medical Group  
1212 W 17th Street  
Santa Ana, CA 92706  
Tel. (714) 954-0432

Tel. (702) 733-8018

**Dr. James G., Williams**  
202 W College  
St Covina, CA 91723  
Tel. (626) 966 2111

**Dr. Leo Rizzi**  
355 E Foothill Blvd  
Pomona, CA 91767  
Tel. (909) 593-6553

**Dr. John L Oakley**  
1433 W Merced Ave #206  
West Covina, 91790,  
Tel. (949) 588-2190

**Dr. Robert D Milne**  
Milne Medical Center  
2110 Pinto Lane  
Las Vegas, NV 89106  
Tel. (702) 385-1393

**Dr. Robert M. Karns**  
8920 Wilshire Blvd. #321  
Beverly Hills, CA 90211  
Tel. 310-652-8084  
Fax: 310-652-2269

**Dr. Austin Moody**  
3121 S Maryland Pkwy Ste 408  
Las Vegas, Nevada 89109

**Dr. Warren Line, Jr**  
Otolaryngologist services

MEMORANDUM

Privileged and Confidential

Ivo Labar, Esq.

May 28, 2008

Page 2

4418 Vineland Ave Ste 202

Tel. (818) 763-7366

**Dr. Steven M. Knapik**

41870 Garstin Drive, BBL

PO Box 1649,

Big Bear Lake, CA 92315

Tel. (909) 866-6501

**Dr. Terry Scott**

1111 South Grand Avenue #E

Diamond Bar, CA 91765

Tel. (909) 860-7712

**Dr. Ray Padilla**

14650 Aviation Blvd. Suite 150

Manhattan Beach, CA 90250

Tel. (310) 536-0710

**Dr. Boxer Wachler**

465 N. Roxbury Dr. Suite 902

Beverly Hills, CA. 90210

Tel. (310) 860-1900

**Dr. Margaret Goodman**

8551 W Lake Mead Blvd Ste 250

Headache Center Of Southern NV

Las Vegas, NV 89128-7649

**Dr. Sara Soulati**

633 Aerick St,

Inglewood, CA 90301-1978

Tel. (310) 412-8181

**Doctor Ghali** - has worked with or consulted with Dr. Sara Soulati - we have been unable to locate Dr. Ghali to date and will furnish you with additional information when it becomes available.

**Dr. Dan Vasile**

7777 Milliken Avenue

Rancho Cucamonga, CA 91730

**Dr. Dand**

I Care Medical Supply

500 W Big Bear Blvd

Big Bear City, CA

Tel. (909) 584-7660

**Dr. Richard S Gluckman**

1360 W 6th St Ste 350

San Pedro, CA 90732-3535

Tel. (310) 632-6428